



ANGIER ELEMENTARY SCHOOL

SETTI D. WARREN
MAYOR

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES (RFS)

1. Introduction

The City of Newton, Massachusetts, ("Owner"), acting through the Angier School Building Committee (ASBC) and the Designer Selection Committee, (DRC), is seeking the services of a qualified "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the design, construction, addition to and /or renovation of the Angier Elementary School ("School") in the Waban neighborhood of Newton, Massachusetts ("Project").

The Owner is requesting the services of an Owner's Project Manager to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA") and further subject to continued funding authorized by the City of Newton, the contract between the Owner and the Owner's Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction and final closeout of the potential Project. A potential approved Project may include a renovation of the existing School, a renovation and addition of the existing School and/or new construction. The estimated total project costs of an approved potential Project may range from \$30 million to \$35 million depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA.

2. Background

History, Profile and Organizational Structure

The City of Newton was settled in 1639 and incorporated as a City in 1873. The City is located approximately seven miles from downtown Boston. The City has a population of approximately 84,000 and occupies a land area of 18.33 square miles. The City is principally suburban-residential in character and consists of 13 distinct villages – Auburndale; Chestnut Hill; Newton Centre, Newton Corner; Newton Highlands; Newton Lower Falls; Newton Upper Falls; Newtonville; Nonantum; Oak Hill; Thompsonville; Waban; and West Newton.

The City is governed under a home-rule charter, which vested executive authority and responsibility in an elected Mayor, who serves a four-year term. Legislative authority is vested in a 24-member Board of Aldermen, of which eight members are elected from the City's eight wards and sixteen are elected at large. Members of the Board of Aldermen are elected every two years. An eight member school committee is elected every two years and is responsible for appointing the Superintendent of Schools, who has responsibility for the daily administration of the Newton Public Schools. The Mayor is also a member of the School Committee.

The Newton Public Schools

Newton Public Schools consists of 22 buildings: 21 school buildings and an administration building which also houses two alternative high school programs and a pre-school program.

There are 11,922 students enrolled in Newton Public Schools (as of October 1, 2011) in fifteen elementary schools (K-5), four middle schools (6-8) and two comprehensive high schools (9-12). Newton's Elementary Schools serve 5,687 students at the following schools: Angier, Bowen, Burr, Cabot, Countryside, Franklin, Horace Mann, Lincoln-Eliot, Mason-Rice, Memorial-Spaulding, Peirce, Underwood, Ward, Williams and Zervas. There are 2,667 students at Bigelow, Brown, Day and Oak Hill Middle Schools. There are 3,568 high school students with 1,877 students enrolled at Newton North and 1,691 students enrolled at Newton South. Newton Public Schools also serves 250 students in an integrated pre-school program.

History of the Angier Elementary School Project

The Angier Elementary School (AES) Project is the City of Newton's number one priority for its' school improvement program, requiring major renovation or replacement as identified in the City's Capital Improvements Plan. The Angier School received a rating of 3 for building condition (scale: 1 best condition – 4 worst condition) on the MSBA's 2010 Needs Survey. "Newton Schools Long-Range Facilities Master Plan," updated November 2011, ranked the Angier School in the higher categories of need for renovation or replacement based on both physical condition and education space needs.

The current Angier Elementary School is approximately 51,000 S.F. in size and has an approximate footprint of 18,300 S.F. with a current enrollment of 395 students, and an average classroom size of approximately 600 S.F. In order to meet the school's growing demand the renovated or replacement Angier School is expected to be approximately 74,000 S.F. based on the MSBA approved design enrollment of 465 students. Construction for the renovated or replacement facility is anticipated to begin in the summer of 2014.

To meet the increasing enrollment, space demands and physical challenges at the current Angier School the City of Newton will undertake a feasibility study / schematic design in collaboration with the MSBA to determine the most appropriate solution. To accomplish this, the selected Owner's Project Manager (OPM) will be working with various City and School departments, committees, and sub-committees; these will include at a minimum:

- Designer (and Consultant) Selection Committee (DSC) - Standing Committee appointed by the Board of Alderman (BOA), School Committee (SC) and the Mayor – Involved in selection of the OPM.
- Angier School Building Committee (ASBC) – Appointed in compliance with MSBA regulations.
- School Committee – Elected.
- Design Review Committee (DRC) – Standing Committee appointed by BOA, SC and Mayor established to coordinate the design review process for any public City facility.
- Planning and Development Department, Development Review Team (DRT) - Prior to construction at any municipal building, the Director of Planning reviews projects for consistency and compatibility with the *Newton Comprehensive Plan* and other applicable planning and analytical studies
- Public Facilities Committee of the Board of Alderman – For required local reviews.
- Programs and Services Committees of the Board of Alderman – For required local reviews.

- Finance Committee - of the Board of Alderman – For required local reviews.
- Public Buildings Department (PBD) – Commissioner is responsible for the construction, alteration, repair and maintenance of all public buildings. PBD will provide direction to the OPM. The Public Building Commissioner also serves as the Secretary of the DSC and DRC.
- Public Meetings at other City Committees – As may be required for local reviews.

The OPM will assist the Owner in identifying other approvals required by the Commonwealth of Massachusetts and coordinate submittal materials with the Designer for such approvals. Such approvals may include:

- Massachusetts Historic Commission (MHC)
- Massachusetts Environmental Protection Agency (MEPA)

3. Project Description, Objectives and Scope of Services

In 2008, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the Angier Elementary School Project and has annually recertified this Statement of Interest. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for public school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the March 28, 2012 Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Angier Elementary School, Attachment A:

The Angier Elementary School is over 90 years old and has original building systems that are at or beyond expected life and need replacement or significant upgrades. Various mechanical systems are inoperable or do not work as intended, resulting in areas over-heating while others have limited heating. Plumbing is original and beyond useful life and the number of toilet fixtures is inadequate. Electrical, lighting and emergency systems are also inadequate by today's standards. In addition to aging building systems, storm water drainage is inadequate resulting in periodic flooding of courtyard and gymnasium. This condition has led to excessive repair cycles. Additionally the building does not meet current accessibility requirements.

The Angier School is a two-story structure with a high basement and a flat parapet roof. Constructed between 1919 and 1921 the structure consists of a raised concrete foundation, and exterior walls of brick and cast concrete. A building addition was constructed in 1936 and windowsills were replaced around 1980. The site has an area of approximately 86,000 S.F (1.98 acres) with the school building situated in the center of the site. The building is approximately 51,000 S.F. in area with 18 classrooms situated along the perimeter around the gymnasium in the basement and the library (formerly the auditorium) on the first floor.

Needs and building conditions assessments and other background documents shall be available for informational purposes and include:

- Newton Schools Long-Range Facilities Master Plan, updated November 21, 2011 Volumes 1 and 2:
<http://www3.newton.k12.ma.us/sites/default/files/users/80/pdf/Report%20Volume%20I.pdf>
<http://www3.newton.k12.ma.us/sites/default/files/users/80/pdf/Report%20Volume%20II.pdf>
- Angier section in the Newton Schools Long-Range Facilities Master Plan:
http://www3.newton.k12.ma.us/sites/default/files/users/83/Assessment_Angier_Elementary.pdf

- City of Newton Capital Improvements Program, dated November 2011.
- Newton Historic Property Review and Demolition Delay Disposition, March 8, 2012
- City of Newton City Historic Building Survey by BCA, dated September 2011 – Angier Elementary School section
<http://www.newtonma.gov/gov/building/>
- Original Construction Drawings (electronic Scans).

An informational briefing session and facility tour for project managers will be held on May 7, 2012 at 3:30 pm at the Angier Elementary School library, 1697 Beacon Street, Waban, MA.

Project Objectives under consideration by the Owner include:

- Reviewing and assessing the documentation of existing conditions at the Angier Elementary School, the educational program, the alternative conceptual designs and their constructability, and developing cost estimates for each of the design solutions.
- The Angier Elementary School has been determined to be Preferably Preserved by the Newton Historic Commission and the structure is currently under a 12-month demolition delay until March 23, 2013. If it is determined that replacement of the existing facility is the best option, approval from Massachusetts Historical Commission will be required.
- Identifying other community concerns that may impact study options.
- Providing a detailed comprehensive project schedule to achieve specified start and completion milestones. The Project Schedule anticipates a construction start in the summer of 2014 and completion for September 2016 occupancy of the School once upgraded or replaced.
- Investigate the most appropriate swing space.
- Incorporating the City of Newton's approval processes into the project schedule and deadlines of the MSBA approval process.
- Ensuring that the educational program is fully understood and incorporated into the process.
- Developing a design that is of high quality, efficient, cost effective, and that conforms to the educational program and the Massachusetts High Performance Green Schools Guidelines (MA-CHPS Guidelines); and LEED for Schools at a minimum and complying with all applicable regulatory requirements including the Massachusetts Stretch Code which has been adopted by the City of Newton.
- Development and evaluation of creative energy efficiency solutions and innovative alternative sustainable design solutions, including but not limited to active/passive solar, geothermal, etc., and identifying alternate funding sources, first costs and paybacks.
- Developing accurate and complete cost estimates, including life cycle cost analysis of operating the school as it relates to future operational budgets.
- Determining appropriateness of CM-at-Risk delivery Method for the Project.

The required scope of services is set forth in the MSBA's standard contract for Owner's Project Management Services (Contract), a copy of which is attached hereto and incorporated by reference herein. For purposes of emphasis and clarification, the Owner's Project Manager shall provide the following services as part of the contract for Owner's Project Management Services, Attachment B.

1. Permitting and Approvals Assistance - assist the Owner and coordinate with the Designer in identifying other approvals required by the Commonwealth of Massachusetts and coordinating submittal materials for such approvals.

2. Information Management – assistance in communicating Project details with the public; and development and maintenance of Project Web Site.
3. LEED AP Services – assist the Owner and coordinate with the Designer for as required for submittals, documentation and LEED On-Line for certification of the Project.
4. Structural Peer Review – coordinate the structural peer review in accordance with the requirements of the Massachusetts State Building Code.
5. Construction Phase Testing – coordinate materials testing in accordance with the requirements of the Massachusetts State Building Code; and other materials and systems tests as may be identified or required by the Owner.
6. Coordinate Commissioning of all MEP systems with Commissioning Agent assigned by MSBA.
7. Act on behalf of the Owner in all matters of program and Project management, designer selection, design review, construction manager or contractor procurement, construction phase and Project closeout services.

If the Owner decides to proceed with the Project beyond the Schematic Design Phase and when the project delivery method is decided (Design/Bid/Build or CM-at-Risk), the contract will be amended accordingly. Copies of Owner's Project Management Contract Amendments for Design/Bid/Build and CM-at-Risk are also attached hereto and are incorporated herein by reference. The work is divided into the Project Phases as listed in Attachment A of the Contract. The durations of the Phases shown below are estimates only, based on the Owner's experience. Actual durations may vary depending upon the Project agreed upon by the Owner and the MSBA. The total duration of the Contract is estimated as follows. The Owner's target date is construction completion and occupancy for the start of the school year in September of 2016.

- | | |
|---|----------------|
| 1. Feasibility Study//Schematic Design Phase; | 9 - 12 months |
| 2. Design Development/Construction Documents/Bidding Phase; and | 12 - 15 months |
| 3. Construction Phase. | 24 months |

The anticipated contract period will be from June, 2012 through the completion of the Feasibility Study/Schematic Design Phase. The Owner reserves the right to terminate the services provided by the selected firm/individual at the end of this phase and re-solicit project management services or to continue with the selected respondent beyond this phase in accordance with the Contract for Project Management Services; Attachment B.

4. Minimum Requirements and Evaluation Criteria:

Minimum Requirements:

In order to be eligible for selection, each Respondent must certify in its cover letter that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration.

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Officer Program as administered by the Inspector General of the Commonwealth of Massachusetts and must also meet the following minimum requirements:

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least 5 years' experience in the construction and supervision of construction and design of public buildings:

or,

- if not registered as an architect or professional engineer, the Project Director must be a person who has at least 7 years of experience in the construction and supervision of construction and design of public buildings.

Evaluation Criteria

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to public construction projects, particularly involving the construction and renovation of K-12 schools in Massachusetts. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

A. Relevant Experience

1. Past performance of the Respondent, if any, with regard to public, private, DOE funded and MSBA-funded school projects across the Commonwealth, as evidenced by:
 - a. Documented performance on previous projects as set forth in Attachment C, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
 - b. Describe management philosophy of working relationships with designers, contractors, Owner, the MSBA and local officials.

B. Knowledge of Codes, Procurement and Sustainability

1. Provide examples of and demonstrate the Respondents past performance and thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes, regulations, and approvals related to successful completion of the project including Massachusetts Historic Commission approvals process.
2. Provide examples of and demonstrate the Respondents past performance and thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws.
3. Thorough knowledge and experience with CM-at-Risk Procurement methodology.
4. Familiarity with Massachusetts-CHPS (MA-CHPS) High Performance Green Schools Guidelines and USGBC LEED for Schools (LEED-S). Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., MA-CHPS or LEED-S), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for MA-CHPS or LEED-S prerequisites.
5. Thorough knowledge and demonstrated experience with life cycle cost analysis cost estimating and value engineering with examples of recommendations on other projects and associated achieved benefits to Owners.
6. Knowledge of the purpose and practices of the services of Building Commissioning Consultants.

C. Project Understanding and Approach

1. Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for a potential (hypothetical)

proposed project for new construction of approximately 74,000 square feet or renovation of approximately 51,000 square feet of existing and new addition such that the total building will meet the space requirements of the MSBA approved enrollment of 465 students; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.

D. Project Team / Commitments / Availability

1. Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.

E. Firm Qualifications / Capacity

1. Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by Sub-consultants.
2. Provide references as set forth in Attachment C, and from Owner's, Designers and Contractors who have all collaborated together with the Respondent on projects of similar size and complexity.
3. Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million.
4. Financial Stability: Provide two years of financial statements including current balance sheet, income statement, and a Certificate of Insurance that certifies the OPM can meet the insurance requirements set forth in the Contract for Project Management Services, Attachment B.
5. Quality of work and level of performance. The Owner will seek evidence of practicality, creativity, attention to detail and follow through, as well as professional competence.
6. Ability to schedule, undertake and complete responsibilities in a timely manner.

In order to establish a short list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks.

Based upon the responses to the above Evaluation Criteria, the Owner will rank the Respondents in each of the above categories, and will weight them as follows:

A. Relevant Experience:	20%
B. Knowledge of Codes, Procurement and Sustainability:	15%
C. Project Understanding and Approach:	30%
D. Project Team Commitments / Availability:	20%
E. <u>Firm Qualifications / Capacity:</u>	<u>15%</u>
Total:	100%

The Owner may or may not, within its sole discretion, seek additional information from Respondents.

This Request for Services, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Owner and the MSBA.

The selected Respondent(s) will be required to execute a Contract for Project Management Services with the Owner in the form that is attached hereto as Attachment B and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Project Management Services.

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion. The initial fee structure will be negotiated through the Feasibility Study/Schematic Design Phase. The selected Respondent, however, will be required to provide pricing information for all Phases specified in the Contract at the time of fee negotiation.

5. Selection Process and Selection Schedule

Process:

1. The City of Newton (the Owner) acting through the Angier School Building Committee (ASBC) and Designer Selection Committee (DSC) will perform a review of all responses as follows:
 - a. The ASBC has appointed the DSC, in accordance with Chapter 5, Article III of the City's Ordinance, for the selection of the Owner's Project Manager.
 - b. The DSC will be responsible for reviewing each Respondent's proposal to determine if they have met the minimum criteria established in the RFS. Respondents who do not meet the minimum criteria will not be further considered.
 - c. The DSC will review the Respondents' applications and check references.
2. The DSC members will score each proposal that has met the minimum criteria based on the weighted evaluation criteria identified in Section 4 of the RFS.
3. Based on the initial scores the DSC will rank the Respondents and short-list a minimum of three (3) Respondents.
4. The DSC will schedule interviews with the short-listed Respondents. Each short listed Respondent will be given an opportunity to make a brief presentation on their experience and capabilities to successfully provide the required project management services. DSC members will have an opportunity to discuss the responses and ask questions.
5. Following the interviews the DSC members will develop final rankings based, in part on, the weighted Evaluation Criteria in the RFS and on additional information obtained during the interviews.
6. In accordance with the City's Designer Selection Procedures, the DSC will transmit a list of ranked finalists to the Mayor. The submitted list shall be accompanied by a written explanation
7. As more fully described in Attachment E, City of Newton Designer Selection Committee Designer Selection Procedures, the Owner will commence fee negotiations with the first-ranked Respondent.
8. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner. If fee negotiations fail the Mayor may request three (3) additional recommendations from which he may select, or the City may re-advertise the RFS.
9. First-ranked selection will be submitted to the MSBA for its approval.

10. The first-ranked selection may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.
11. The Owner may re-advertise the RFS if less than three responses are received.

Schedule:

The following is a tentative schedule of the selection process, subject to change at the Owner's and MSBA's discretion.

<u>May 2, 2012</u>	Advertise RFS in Central Register of the Commonwealth of Massachusetts and the Boston Globe.
<u>May 7, 2012</u>	Voluntary Informational meeting and facility tour
<u>May 9, 2012</u>	Last day for questions from Respondents
<u>May 16, 2012</u>	Responses due
<u>May 22, 2012</u>	Respondents short-listed
<u>May 29, 2012</u>	Interview short-listed Respondents
<u>June 8, 2012</u>	Negotiate with selected Respondent
<u>June 13, 2012</u>	Final selection submitted to the MSBA for review and approval
<u>July 9, 2012</u>	MSBA OPM Panel Meeting
<u>July 10, 2012</u>	Execute contract

Requests for Services may be obtained on or after May 2, 2012 from:

Ms. Jennifer Hill
Purchasing Department
Newton City Hall
1000 Commonwealth Avenue
Newton, Massachusetts 02459
Email: jhill@newtonma.gov
Phone # 617.796.1220

Any questions concerning this Request for Services must be submitted in writing to Ms. Hill as indicated above, by the close of business on May 9, 2012.

Sealed Responses to the Requests for Services for Owner's Project Manager Services must be clearly labeled "Owner's Project Management Services for Angier Elementary School" and delivered to Ms. Hill at the address above no later than 10:00 AM on May 16, 2012. The sealed responses must include twenty (20) hard copies and a CD of the response.

Responses are to be delivered in person or by certified/express mail. Responses submitted by fax or electronic mail will not be considered.

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

6. Requirements for content of response:

Submit twenty (20) hard copies of the response to this Request for Services and one electronic version in PDF format on CD. All responses shall be:

- In ink or typewritten;
 - Presented in an organized and clear manner;
 - Must include the required forms in Attachment C;
 - Must include all required certifications;
 - Must include the following information:
1. Cover letter shall be a maximum of two pages in length and include:
 - a. An acknowledgement of any addendum issued to the RFS.
 - b. An acknowledgement that the Respondent has read the Request for Services. Respondent shall note any exceptions to the RFS in its cover letter.
 - c. An acknowledgement that the Respondent has read the Standard Contract and Standard Amendments. Respondent shall note any exceptions to the Standard Contract and/or Standard Amendments in its cover letter.
 - d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this Request for Services to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment C), as well as the date of the MCPPO certification. (A copy of the MCPPO certification should be attached to the cover letter).
 - e. A description of the Respondent's organization and its history.
 - f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFS, on behalf of the Respondent.
 - g. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
 2. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed. The total length of the Response (including Attachment C only but excluding Attachments A, B and D) may not exceed twenty (20) single-sided numbered pages with a minimum acceptable font size of "12 pt" for all text.

Respondents may supplement this proposal with graphic materials and photographs that best demonstrate its project management capabilities of the team proposed for this project. Limit this additional information to a maximum of 3 - 8½"x 11" pages, double-sided.

Certifications:

Respondents will be required to submit certifications required in C.L.C. 7 §38H(e) (i) through (iv).

7. Payment Schedule and Fee Explanation:

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure

in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased Owner's Project Manager fee.

8. Other Provisions

A. Public Record

All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

B. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

C. Communications with the Owner

The Owner's Procurement Officer for this Request for Services is:

Ms. Jennifer Hill
Purchasing Department
Newton City Hall
1000 Commonwealth Avenue
Newton, Massachusetts 02459
Phone # 617.796.1220
Email: jhill@newtonma.gov
Fax # 617.796.1227

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFS. In addition, such respondents shall not discuss this RFS with any of the Owner's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

D. Costs

Neither the Owner nor the MSBA will be liable for any costs incurred by any Respondent in preparing a response to this RFS or for any other costs incurred prior to entering into a Contract with an Owner's Project Manager approved by the MSBA.

E. Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

F. Rejection of Responses, Modification of RFS

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFS does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any

services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

G. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

H. Validity of Response

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

FURTHER INFORMATION

ATTACHMENTS:	PAGE:
Attachment A: Statement of Interest City of Newton Board of Alderman Resolution: Angier Elementary School Statement of Interest	I
Attachment B: Base Contract for Owner's Project Management Services; Base OPM Contract Amendment for Design/Bid/Build; Base OPM Contract Amendment for CM-at-Risk	II
Attachment C: OPM Application Form - May 2008	III
Attachment D: Required Certifications	XI
Attachment D.1 Certificate of Authority – Business Corporations	XII
Attachment D.2 Satisfaction of State Tax Requirements – Attest Form	XIII
Attachment E: City of Newton Designer Selection Committee Designer Selection Procedures	XIV
Attachment F: City of Newton Ordinances Design Review Committee Ordinance	XV

ATTACHMENT A

STATEMENT OF INTEREST

CITY OF NEWTON BOARD OF ALDERMAN RESOLUTION:
ANGIER ELEMENTARY SCHOOL STATEMENT OF INTEREST

Massachusetts School Building Authority

School District NewtonDistrict Contact Heidi Black TEL: (617) 559-9000Name of School A E AngierSubmission Date 1/24/2011

Note

The following Priorities have been included in the Statement of Interest:

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☐ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollments.
5. ☐ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☐ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

Potential Project Scope: Repair Project
 HVAC/ Boiler
 Others (Electrical)

Is this SOI the District Priority SOI? YES

The MSBA ID for the District Priority SOI: 2011 A E Angier

District Goal for School: Please explain the educational goals of any potential project at this school

The City of Newton's goal is to have new or renovated schools that meet the school district's standards for teaching and learning. We seek to require high performance design elements that extend beyond minimum building codes. These standards promote: a school facility and site plan that advances the health and well being of users of the facility; a school that is efficient in its use of materials and resources and is easy to operate and maintain; a school that is safe and secure; a school that will accommodate future programmatic change while maintaining its standards of performance and reliability. Our expectation is that high performance standards utilizing proven technologies can create a state of the art school that will complement and fit well within the context of the site and surrounding neighborhoods, be a model of energy, water, and materials efficiency, and be cost effective to maintain over the lifetime of the building. Specifically, we look for the following: Educational Specifications •Core classrooms shall be 850 net square feet with sinks •Kindergarten classrooms shall be 1000 nsf with toilet rooms located within or nearby •Gymnasium shall be 3000 nsf (one station) in a school housing less than 400 students and 6000 nsf (two stations) in a school housing more than 400 students. In a larger building, a 6000 square foot gym will allow two classes of physical education to meet at the same time. •Dedicated After School Classroom, office and storage. •Special Education Programs,

including self-contained classrooms, resource rooms, and other ancillary support space, may total approximately 3500 square feet in a school housing less than 400 students, 7000 square feet in a school housing more than 400 students. While self-contained classrooms are housed at selected schools, other programs, offices and related support spaces, are required at all of Newton's elementary schools: •Speech & Language Program •Literacy & Reading Programs •ELL Program •Occupational and Physical Therapy Programs •Therapeutic Room and Observation •ABA ("Safe Room") •School Psychologist •School Social Worker •Small Group Tutorial Space •Library •Nurse's office •Principal's and general office with conference space •Workroom for copier, paper cutter, laminators •Teachers' room •Storage both general and specific (art) The following program areas that are not currently provided at all elementary schools are included in the educational specifications: •Cafeteria/Multi-purpose room with Stage •Kitchen •Dedicated Art and Music rooms, with the required storage Health, well-being, and student performance • Maximum access to natural daylight throughout the building • Superior ventilation • Superior acoustic environment • Reliable and flexible control of the internal environment • A design that feels welcoming throughout the facility • A building that enhances the functions of teaching and learning, including areas for chance encounters between students and adults and spaces that facilitate private student/teacher conferences • A design that is easy to navigate Efficient use of resources in building, operating, and maintaining • Evaluate design elements using life cycle costing to achieve the best possible building performance within the budget parameters. The life cycle cost should account for all measurable benefits including: •Reduced demand for natural resources (energy, water) •Lowered utility costs •Lowered operations and maintenance costs And consider the value of non-monetary benefits including building a school conducive to a healthy and productive learning environment. •Design should be determined and design elements specified according to: •Efficiency •Durability, longevity •Reduced consumption of energy, water, and resources •Low or no maintenance •Clear and reliable operations •Commissioned at the end of the building process to ensure the building operates as designed Safety and security • Ensure controlled access • Design that maximizes natural supervision of space Flexibility to accommodate change • Anticipate changing student/staff programmatic/spatial needs • Anticipate changing technology for major systems

District's Proposed Schedule: What is the District's proposed schedule to achieve the goal(s) stated above?

In order to reach the City of Newton's goal of providing new or renovated schools that meet the district's standards for teaching and learning for all students, the city government via the Mayor and the Board of Aldermen have approved the priority order of the SOI's for replacement elementary schools as well as schools which need repair and renovation. The School Committee has requested that the City fund feasibility studies for the two elementary schools with the highest priority for replacement as well as the study for the renovation and repair of the school building which will be used to house the students during the building and repair process. When this funding is approved by the required Finance, Facilities, and Programs and Services Committees and a vote of the Board of Aldermen, then the feasibility studies will inform the next steps in the school building process for the identified schools per the SOI's.

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 6/1/2007

Planning Firm: HMFH , Architects Inc.

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

The goal of the Long-Range Facilities Master Plan is to provide the City of Newton and the Newton Public Schools with space needs assessment, space standards, facility conditions, and long-range utilization plan for the 21 schools that in the near-term will accommodate the projected enrollment and in the long-term will be flexible to changes in demographics and needs. The study consists of educational and facility standards, enrollment projections, facilities assessment, and system-wide options. Sixteen buildings are greater than 50 years old and four of them are greater than 80 years old. Four buildings have undergone upgrades in the last 10 years. The facilities are tired and have code-related deficiencies. Many of the educational spaces do not meet today's standards. Educational standards were developed for elementary, middle and pre-school programs using MSBA guidelines as a reference to develop Newton-specific requirements to meet the needs of Newton's inclusive programs. Facility standards were developed to reflect the preferred materials and systems. These standards provide a benchmark to assess the existing educational spaces and facility conditions. In November 2007 and 2008, the Newton Public Schools developed enrollment projections, the elementary school enrollments are projected 5 years and middle school enrollments 10 years. Each building was assessed by the same group of professionals to ensure a consistent comparison and rating.

Based on the detailed and objective assessment of each property with regard to educational space needs, facility conditions, and enrollment projections, a numerical evaluation was assigned to each property, see Report. Assessment Questionnaires were completed by representatives of each school. The responses identify how well each building meets the physical space and educational needs of the programs and its occupants. Based on projected enrollment growth, facility assessments and educational standards, the study team developed three planning options. Parameters were established, such as no elementary school is to be greater than 500 students and that modular classrooms are to be considered only a temporary solution. Each option solves the projected enrollment growth and provides flexibility for reassessing the entire master plan over time. The options accommodate enrollment, replace obsolete and educational deficient facilities, and renovate and upgrade buildings to provide appropriate educational spaces and environments. Each provides the number of classrooms required to accommodate the projected enrollment, distributes the elementary population evenly between the north and south sides of the city, over the long term upgrades all the schools in need of improvement, and provides for future flexibility for decision making and on-going reassessment of the entire master plan. In June 2008, the Newton School Committee voted to proceed with Option 3. Option 3 proposes replacement of four elementary schools, renovation/additions to four elementary schools, renovation only of four elementary schools and three middle schools. The four elementary schools to be replaced are aged, obsolete and have the smallest classrooms in the system (three are greater than 80 years old). The buildings are centrally located allowing for greater ease of redistricting; two are among the smallest in the system and do not allow for ideal educational planning and are inefficient to operate; three are overcrowded; all are inadequate. Angier School is assessed at the highest level of facility condition and educational space needs. This reflects undersized classrooms, low net square feet of space per pupil, and minimal sizes and quantity of shared spaces. Many of the deficiencies are due to the age of the building. Educational requirements have changed dramatically in the past 80 years. Constructed in 1919, Angier is the oldest building in the Newton school system. There have been no major improvements; minor improvements include upgrades to fire alarm, telephone, and sound/intercom systems and lighting. Most interior finishes are original and therefore worn and/or do not meet current code requirements. The building has minimal accessibility for the physically disabled; there is a stair lift at one location that does not access all floor levels. Most classrooms are undersized (600 square feet) and are the smallest in the system. There is no cafeteria and no auditorium. The corridors are used for small group teaching spaces and lunch. The net square feet per pupil of 68 is low in comparison with MSBA guidelines of 113 NSF/pupil. Angier has no multi-purpose space or auditorium. Though the 5-year projected enrollment shows growth of just four pupils, Angier is currently overcrowded by 47 students and has been designated as the priority school in need of replacement.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 21 students per teacher.

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher.

Is there overcrowding at the school facility? YES

If "YES", please describe in detail, including specific examples of the overcrowding.

The overcrowding issues at the Angier Elementary School have a direct impact on student learning and instructional best practices. Due to overcrowding issues and space constraints, over the years, Angier teachers and specialists have become very creative finding spaces to teach. Many of these "spaces" are tables in the hallway, small closet areas without adequate ventilation or windows, and the wings off of the library stage. Small group and individual instruction takes place in the hallway, this is a distracting environment and potentially stigmatizing for the students.

The impact on student learning is real. For the students with learning issues and on IEPs, optimal learning is not taking place due to overcrowding and the lack of proper space. There is no private, quiet space for students to focus on learning. Many teachers cannot hold morning meetings where the whole class sits on the floor for lack of space in the classrooms.

Angier is an integrated school, which means from grades two through five, one classroom has a regular education teacher, a special education teacher, a full time intern and one third of the class has significant language-based learning issues. It is critical to provide small quiet working areas within these classrooms. To meet the educational needs of inclusion and integrated students, there must be an environment where it is quiet, has proper ventilation, and is inviting.

Overcrowding issues at Angier:

- Classroom sizes are too small.
- There are four toilet stalls for approximately 200 girls and four stalls and six urinals for approximately 200 boys.
- There are three adult bathrooms for over one hundred staff members.
- An eating area is in the basement corridor, there is no cafeteria.
- There are no areas to hold whole school assemblies.
- The Literacy Center serves as a library for guided reading books, as an instructional space for Early Literacy Intervention, as the inclusion facilitator's office, as the speech and language office, and as the literacy coordinator and literacy aides work area.
- Lack of meeting space for monthly IEP meetings for our seventeen inclusion students, transitional meetings, BEST meeting, and STEP meetings.
- During MCAS testing there is lack of space for the students who require specific learning modifications for testing. The library, office, psychologists' office, learning center, and literacy center are closed during testing to provide a quiet testing area. Services and specialists classes are not ongoing during MCAS.
- Storage units are in hallways due to small classroom sizes.

Has the district had any recent teacher layoffs or reductions NO

If "YES", how many teaching positions were affected? 0

At which schools in the district?

Please describe the types of teacher positions that were eliminated(i.e art, math, science, physical education, etc.):

Has the district had any recent staff layoffs or reductions NO

If "YES", how many staff positions were affected? 0

At which schools in the district?

Please describe the types of staff positions that were eliminated(i.e guidance, administrative, maintenance, etc.):

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum.

Does Not Apply

Please provide a detailed description of your recent budget approval process including a description of any budget reductions and the impact of those reductions on the District's school facilities, class sizes and educational program.

Newton's FY11 approved School Committee Budget is \$167,203,992, including a \$2.5 million increase (+1.5%) above FY10. The process began in December 2009 with the approval by the School Committee of the Budget Guidelines for FY11 providing priorities such as focusing on effective teaching and increasing investment in academic initiatives and technology. The budget was created by the Superintendent and school administrators and was presented in March 2010. Notwithstanding the modest 1.5% increase over FY10, the FY11 budget contained no cuts to teachers at any grade level. Instead, the budget proposal included major cost saving initiatives such as the restructuring of the school lunch program as well as new sources of revenue via an elementary school early morning drop off program. Special Education initiatives included the expansion of the Integrated Classroom Model at the elementary and middle schools and the continuation of the alternative high school for Grades 9-12. These and other FY11 Special Education initiatives were funded by the Federal Stimulus funds. Rates for school building use were increased to offset custodial costs and the instrumental music fee was raised to further offset teacher salaries. With the closing of the FY10 books in summer, the district was able to carry forward over \$865,000 of FY10 Circuit Breaker funds to FY11 to be used for increased staffing needs, technology and other expenses.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).:

The Angier Elementary School is the oldest school building in Newton still in service as a neighborhood elementary school. The original building built in 1919 was 40,000 gsf. In 1936, an addition of approximately 10,569 gsf was built. This added two classrooms and two toilet rooms on each floor, plus two bicycle rooms in the basement, currently, the largest two classrooms in the school. Angier now contains 51,300 gsf and only 26,578 nsf, indicating that it is a very inefficient structure with a net-to-gross multiple of 1.93. Angier School has neither a cafeteria nor a multi-purpose room/auditorium. Students eat lunch at tables set up in a basement corridor. The original multi-purpose room with stage has been given over to the school library. All of the mechanical, electrical, and plumbing systems are original and not up to current codes, although the building has recently been converted to gas. The boiler is inefficient affecting the comfort level of teachers and children. Heat is uneven. Some rooms are too hot; others are too cold. Ventilation is below standard and missing in some spaces. The building is not accessible. There is a stair lift that does not give access to all levels. All of the systems in the building are past their useful life affecting comfort and security as well as teaching and learning. Angier School has a courtyard that often fills with water. This courtyard is the same level as the gymnasium. Over the last 15 years, the gym floor has needed to be replaced three times due to flooding. The school was converted to gas heat in 2008, and in 2009, a School Building Security Project was funded by a Homeland Security Grant that allowed for the installation of electronic access card readers on two doors at the building. All appropriate staff have electronic access by key fob device, and access records are monitored by a live database.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.:

513000

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site (maximum of 5000 characters).:

Built in 1919, with an addition in 1936, Angier School is sited on 1.98 acres. The building is 3 floors and is approximately 51,300 gross square feet. Parking lot is made of bituminous concrete at the side of the building; there is also a small parking area in the rear. The lot is in fair condition with no accessible route from live parking to school. There is inadequate separation between parking and the paved play area. Sidewalks and ramps are concrete. The Entrance ramp is in poor condition and the sidewalk by the play area is in disrepair. Rear entrances are not accessible. Fields are turf with a skinned infield. Drainage is a problem in the field and there is no accessible route. There are two separate play structures. The K-2 (timber) structure is in fair/poor condition; the 3-5 (steel) is good. The surfacing around and the K-2 structure are not accessible. One bituminous basketball court is sited at the school and is in fair condition. Tennis and an additional basketball court are located at an adjacent park (not part of the 1.9 acres) and are in good condition. Benches and bike racks are located in the front of the school and by the play area. There is wire mesh and steel fencing at the rear and side perimeter. Building floodlights and exterior door lights are in fair condition, but there are no exterior lights in the parking area. There are restrictions of use on adjacent land, and it is not clear if we could build on the park space.

BUILDING ENCLOSURE: Please provide a detailed description of the building enclosure, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).:

Exterior walls are the original load bearing masonry with concrete window and door surrounds, water table, and detailing, all in good condition. There are newer brick window headers at the rear and sides of the building. The roof is flat with metal roof edge and no active leaks. Windows are aluminum with thermal break and thermal glazing, fixed hopper and awning types, all in good condition. Doors are aluminum with pebble fiberglass panels in good condition, but door hardware is non-accessible. Exterior doors are non-accessible and entries are at stair landings providing limited access. One step landing at all other doors

is non-accessible. Because there is no visual front entry, this creates a security risk. There are no structural concerns.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS?: YES

Year of Last Major Repair or Replacement: 1995

Description of Last Major Repair or Replacement:

Lintel replacement and associated masonry repairs

Has there been a Major Repair or Replacement of the ROOF?: YES

Year of Last Major Repair or Replacement: 2000

Type Of ROOF Cold applied

Description of Last Major Repair or Replacement:

Re-roof

Has there been a Major Repair or Replacement of the WINDOWS?: NO

Year of Last Major Repair or Replacement: 1982

Type Of WINDOWS Thermopane

Description of Last Major Repair or Replacement:

some replacement

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems, and any known problems or existing conditions (maximum of 5000 characters):

The HVAC system is poor and inefficient with a 75 year-old boilers. One boiler was repaired in 1985 (boiler #1) with a new burner and a new chamber. One boiler is to be bid for replacement in December 2008. The boilers are currently steam by oil; however, a conversion to natural gas is in process. There are univents and window air conditioning in offices. Mechanical ventilation is below standard or missing in some areas. Plumbing is poor and 89 years old. Student fixtures are not accessible, faculty fixtures are minimal. Fixtures are not water conserving. There is no fire protection system. Electrical service is 400A, 3 phase, 4 wire, 120/208V, in fair condition, approximately 30 years old. There are insufficient working clearances. There are circuit breaker panel boards with conduit and wire feeders, also in fair condition and 30 years old. The school has two indoor generators, the smaller serves lighting, the larger serves the building. Again, there are insufficient working clearances and the room is not 2-hour fire rated. The fire alarm system is multi-zone and ADA compliant with corridor smoke detectors and door holders; there is a master box. The mounting height and locations of some pull stations are out of code. All HVAC systems are past their normal useful life.

Has there been a Major Repair or Replacement of the BOILERS?: YES

Year of Last Major Repair or Replacement: 1985

Description of Last Major Repair or Replacement:

New burner in Boiler #1 and new chamber, 1 boiler for replacement 12/2008. It was funded with City FY08 funds and construction was complete in Spring 2010.

Has there been a Major Repair or Replacement of the HVAC SYSTEM?: NO

Year of Last Major Repair or Replacement: 1976

Description of Last Major Repair or Replacement:

Various room ventilation

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM?: NO

Year of Last Major Repair or Replacement: 1986

Description of Last Major Repair or Replacement:

Project 126 lighting levels

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters):

Interior partitions are glazed brick, full height at upper corridors. There are painted plaster walls, typical and at basement corridor. Partitions are in fair condition with exposed conduit, panels, etc that detract from the functionality and aesthetics.

Floors are carpet and VCT. Carpet is in fair condition, VCT in good condition. Ceilings are 2x4 ACT and 2x2 ACT; in some areas the ceiling is the original plaster. The older ceilings have sagging and stained lines. Wood solid core doors have wood frames and wire glass lights, and are original and are in fair condition, but some swing open into original stairwells obstructing the path of travel. Hardware is also original and in fair condition. There are minimal built-in furnishings. The faculty room has a laminate counter and cabinets. Others are wood. There is minimal storage capacity throughout the building. There are no lockers, only wood cubbies in corridors creating a flammability risk. There are various window treatments throughout including vertical and horizontal blinds, and shades, most in fair condition. Light control is inconsistent. Toilet rooms are CMU, ceramic tile, VCT, plaster, and have metal and wood partitions and are insufficient in number and distribution. They are non-accessible. Stairs are concrete with steel nosing and metal handrails and guardrails. Railings are non-accessible. There is no elevator in the building. A stair lift is located at the main entry stair but impedes function of main circulation when in use. The stair lift does not provide access to the entire building. Signage is minimal and in poor condition. Signage is mostly made of paper and is not code-compliant. The gymnasium has a wood athletic floor and wood backstops. The gym is not accessible. There is no cafeteria. Students eat in the basement corridor which has a VCT floor and painted plaster walls. The kitchen is functional for warming only.

The telephone system is new, but there are no phone lines into classrooms. The lighting system is mostly 2x4 recessed fluorescent. There are no occupancy sensors or multiple switches in offices with natural light. There are many broken and discolored lenses. Some rooms need additional fixtures. Receptacles are generally standard duplex type but more are needed throughout the facility. The security system consists of a control panel in the teacher's room closet, keypads at specific doors, motion detectors in corridors and stairs. The system notifies UL Central Station. There is no independent sound system in the school. Dial phones and speakers are in classrooms, and ceiling speakers are in corridors. The clock/bell system is in good shape. Classrooms and offices use battery operated clocks. There is data in classrooms and office areas with a minimal wireless system. Additional data outlets are needed in classrooms. There is no cable service provided. There is no air conditioning. The gymnasium has a newly replaced athletic floor.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc.:

Programs offered:

- classrooms for each grade
- rooms for special education services, occupational therapy, speech, English as a second language, psychologist, (used to be social worker).
- rooms for specialists, nurse, offices

Programs that may not be offered due to facility restraints:

- after care
- Newton Community education programs
- break out rooms for special education students who need small space
- room for students with behavioral issues
- tutorials
- rooms for other specialists i.e. ABA therapists
- room for parents to gather
- cafeteria
- auditorium
- multi-purpose space
- rooms for instrumental music

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, and a description of the media center/library (maximum of 5000 characters):

Angier has 18 instruction classrooms in regular classroom spaces; the average size is 696 nsf:

1@ 572 nsf

4@ 638 nsf

4@635 nsf

3@682 nsf

4@700 nsf

2@ 1007 nsf (basement rooms with minimal windows and columns in center of spaces)

The library is in a converted auditorium space and is approximately 2,021 nsf; it contains 14, 415 titles with 15,059 copies. This space is shared by the computer lab, parent/staff/student meetings. Performance space is on the small 160 nsf stage in the library.

The following spaces are located in a substandard basement that provides minimal daylight and natural ventilation.

Art room – 704 nsf

Music room – 726 nsf plus 286 nsf shared with custodial office

Gymnasium – 3,337 nsf

After school program – 500 nsf space

Kitchen facilities – 484 nsf, shared w/ SPED breakout space

Teachers' room & dining area – 484 nsf

Angier School has neither a cafeteria nor a multi-purpose room/auditorium. Due to Newton Fire Department regulations limiting occupancy in the gymnasium, it is not possible for the entire school to gather in one space at any time. There are inadequate 100 nsf rooms for OT/PT, and the speech and language program. Learning center, inclusion and literacy programs share two 638 nsf rooms, one of which also houses the book room. The administration area is 680 nsf and the nurse's room is 399 nsf.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters):

Angier is over capacity based on its current enrollment of 375 students and its current programs and spaces. When using the standard 40 square feet per pupil classroom size, Angier School should have a maximum of 349 students, and this does not take into account the deficient spaces and nonexistent programs. When factoring in future enrollment projections showing an additional four students and that Angier currently does not have the educational spaces required to meet Newton standards nor MSBA guidelines, Angier is greatly over capacity. Angier School is 51,300 gross square feet and even though every conceivable space is used for educational purposes it has a very low 68 net square feet per pupil average, which is significantly lower than the MSBA space guidelines of 113 NSF per pupil; this is due in part to the very high net-to-gross area ratio (1.93) of this building, which was constructed in 1919. Angier School is 100% utilized.

Ninety percent of the classrooms are greatly under the MSBA guidelines for elementary schools and are the smallest in size in the Newton school system averaging 600 square feet. Angier does not have a cafeteria, auditorium or multi-purpose space. The art, music, special education and specialist spaces are all undersized when compared to MSBA guidelines. The educational programs do not occur in proper educational spaces and this is due to the physical constraints of the school building.

Many spaces have been either converted into educational spaces, or partitioned into two spaces to accommodate different educational programs, or located in entirely inappropriate spaces to provide the programs required. Angier is a three-story building with foodservice received and prepared at the lowest level, without a cafeteria the school had been serving lunches in the classrooms and without an elevator, had been carrying the food up stairs to the upper levels—an unsafe and unsanitary situation. With ingenuity, the Angier administration has arranged a basement corridor into a “cafeteria” space.

The undersized art and music classrooms are located in the basement level along with two inaccessible general classrooms that have high, basement windows for natural light and structural columns in the middle of the teaching spaces. Three storage closets without mechanical or fresh air have been converted to specialist spaces for OT, speech and special education; these spaces do not meet state building code requirements for occupied spaces.

Capacity issues have been addressed at Angier by having overcrowded classrooms and by using every conceivable space in the building (basement, storage rooms, and corridors included) to meet the educational needs of the students. Angier does not have modular classrooms due to the tight site constraints; there is an emergency access drive around the school building, which then abuts parkland, the MBTA railway tracks and a church property.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including if any override or debt exclusion votes were necessary (maximum of 5000 characters).:

- Regular maintenance and preventative maintenance (PM) programs are funded annually by City Charter funding requirement of up to 2% of the prior fiscal year school budget (2,264,100 in FY11) and City capital funds from bonding/free cash of \$1,750,000.
- PM and regular maintenance work orders are processed in a web-based electronic system enabling efficiency and data gathering. Custodians receive annual training on PM procedures. PM program includes:
 Asbestos inspection every 3 years
 Boiler cleaning annually
 Elevator inspection
 Emergency generator inspections monthly
 Fire suppression testing annually
 Replacing carpet with vinyl tile
 HVAC maintenance including duct cleaning
 Infrared roof inspection
 Steam trap replacement
 Unit vent filter changes 3x/year
- The Summer Projects program tailors repairs and improvements to each building, including items as painting, flooring, bathroom upgrades and space re-organization to meet enrollment/programmatic demands.
- Capital funds pay for larger repairs from a plan formulated jointly with the Public Buildings Department and include:
 Accessibility improvements
 Communication system upgrades
 Masonry repairs/waterproofing
 Generators
 HVAC system, including replacement of boilers, roof top units, univents
 Energy efficient lighting installation
 Roof/gutter replacements
 Window/door replacements

Priority 2

Please describe the existing conditions that constitute severe overcrowding.

Angier is overcrowded based on its current enrollment of 375 students and its current programs and spaces. When using the standard 40 square feet per pupil classroom size, Angier School should have a maximum of 349 students, and this does not take into account the deficient spaces and nonexistent programs. When factoring in future enrollment projections showing an additional four students and that Angier currently does not have the educational spaces required to meet Newton standards nor MSBA guidelines, Angier is greatly overcrowded.

Angier School is 51,300 gross square feet and has a very low 68 net square feet per pupil average, which is significantly lower than the MSBA space guidelines of 113 NSF per pupil; this is due in part to the very high net-to-gross area ratio (1.93) of this building, which was constructed in 1919.

Priority 2

Please describe the measures the School District has taken to mitigate the problem(s) described above.

Newton has completed a Long-Range Facilities Master Planning process to address overcrowding on a district wide basis. While the K-5 enrollment is projected to decrease overall, on a school by school basis there is overcrowding due to inadequate facility sizes and inappropriate educational spaces (such as corridors and basements). Possible solutions include: redistricting, additions to increase capacity and replacement of older buildings with larger facilities. In Angier every conceivable space is used for educational purposes. Ninety percent of the classrooms are greatly under the MSBA guidelines for elementary schools and are the smallest in size in the Newton school system averaging 600 square feet. Many spaces have been either converted into educational spaces, or partitioned into two spaces to accommodate different educational programs, or located in entirely inappropriate spaces to provide the programs required. Angier is a three-story building with foodservice received and prepared at the lowest level, without a cafeteria the school had been serving lunches in the classrooms and without an elevator, had been carrying the food up stairs to the upper levels—an unsafe and unsanitary situation. With ingenuity, the Angier administration has arranged a basement corridor into an eating area.

The undersized art and music classrooms are located in the basement level along with two inaccessible general classrooms that have high, basement windows for natural light and structural columns in the middle of the teaching spaces. Three storage closets without mechanical or fresh air have been converted to specialist spaces for OT, speech and special education; these spaces do not meet state building code requirements for occupied spaces. The undersized art and music classrooms are located in the basement level along with two inaccessible general classrooms that have high, basement windows for natural light and structural columns in the middle of the teaching spaces. Three storage closets without mechanical or fresh air have been converted to specialist spaces for OT, speech and special education; these spaces do not meet state building code requirements for occupied spaces.

Capacity issues have been addressed at Angier by having overcrowded classrooms and by using every conceivable space in the building (basement, storage rooms, and corridors included) to meet the educational needs of the students. Angier does not have modular classrooms due to the tight site constraints; there is an emergency access drive around the school building, which then abuts parkland, the MBTA railway tracks and a church property.

Priority 2

Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Most of Newton's submitted schools are over 50 year old. Four are over 80. Angier will be 91 years old in 2010. The buildings are crowded for two reasons: elementary enrollment has increased over the last five years and the bulge is now hitting the middle schools. Newton has 21 modular classrooms in place to deal with the increases at both elementary and middle school level, 4 added last year. The second reason is that the buildings were built in a different era for a different educational program. Over the years classrooms and other spaces were converted to accommodate current needs. When built Newton schools did not have SPED and ELL programs in neighborhood schools, children went home for lunch, kindergarten was a ½ day double session, no after school programs existed, nor was there dedicated space for art and music instruction. Newton runs an inclusive SPED program in its elementary and middle schools. SPED programs require self-contained classrooms and ancillary spaces for speech and language, OT and PT, ABA space (for autism spectrum disorders) and small group tutorial spaces. Teachers and specialists have become creative in finding spaces to teach. Many of these spaces are tables in hallways, small closets and former storage spaces with inadequate ventilation. The original auditorium at Angier is now the library. The windowless former auditorium wing spaces are used as SPED offices and tutorial spaces. Two classrooms are on the basement level with poor daylighting. Even without major enrollment increases, the building does not support its current enrollment. The impact on teachers and student learning is real. Students with learning issues and their teachers do not have private, quiet, well ventilated spaces in which to teach and learn without distraction. Angier has some of the smallest classrooms in the city. Of the 18 classrooms 14 are 700 sq. feet and under. The crowded classrooms are noisy and put pressure on both children and teachers. There are no sinks in classrooms. Because of the small classrooms and closets converted to tutorial spaces, educational materials are stored in hallways. There is no multi-purpose room at Angier for whole school assemblies nor a cafeteria. There is a small space for warming food but not a full kitchen. A basement hallway has cafeteria tables. Most children eat lunch in their classrooms. All of the mechanical, electrical, and plumbing systems are original and not up to current codes. The boiler is inefficient affecting the comfort level of teachers and children. Heat is uneven. Some rooms are too hot; others are too cold. Ventilation is below standard and missing in some spaces. The building is not accessible. There is a stair lift which does not give access to all levels. Classrooms do not have the ability to adequately support the technology that is part of 21st century education. There is a minimal wireless system and no cable service. There are too few receptacles in classrooms. The phone system is new but there are no phone lines in classrooms. There is no independent sound system in the building. All of the systems in the building are past their useful life affecting comfort and security as well as teaching and learning.

Please also provide the following:

Cafeteria Seating Capacity: 1

Number of lunch seatings per day: 1

Are modular units currently present on-site and being used for classroom space?: NO

If "YES", indicate the number of years that the modular units have been in use:

Number of Modular Units:

Classroom count in Modular Units:

Seating Capacity of Modular classrooms:

What was the original anticipated useful life in years of the modular units when they were installed?:

Have non-traditional classroom spaces been converted to be used for classroom space?: NO

If "YES", indicate the number of non-traditional classroom spaces in use:

Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used:

Please note: There is no cafeteria and no seatings (see above). There is an eating area set up in the basement corridor.

Please explain any recent changes to the district's educational program, school assignment policies, grade

configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters):

The Newton Public Schools instituted a full neighborhood inclusion program over 10 years ago and all school facilities have been adapted to meet the needs of all students. For example, regular classroom space has been used for SPED programs; office space for support services such as speech/language, OT, PT, ABA, social workers, psychologists, and inclusion facilitators has been created out of existing space, in many instances these spaces are in former closets, storage rooms, rooms without proper lighting or privacy. Lifts have been installed where needed. The addition of programs and staff that address the needs of these learners has had a tremendous impact on school facilities and space availability. In addition to the neighborhood inclusion needs, several of Newton's elementary schools also house citywide SPED programs that require the use of classroom space as well, thus putting further pressure on already strained space needs.

School assignment has changed recently. Because of crowding in the elementary schools the new Avalon apartment building development on Route 9 was redistricted from Bowen to Memorial Spaulding. In addition, some optional districts where parents had the choice of two schools, were removed, and now the school department reserves the right to assign new families in optional districts to the least crowded school.

The Ed Center administrative space houses 4 SPED pre-schools because they no longer fit into the elementary school buildings. A privately run pre-school program of long standing was asked to leave the Franklin and Lincoln Eliot Schools and the space was reclaimed for use by the school.

The SC has a class size guideline (elementary: K-1, 20 or below, 2-5, 24 and below; middle school team size of 90 or below) that is not in enforceable across the board because of lack of classroom space and money.

Until recently, elementary schools without auditoriums or other multi-use spaces used gymnasiums for large school gatherings until it was determined that this violated code. They now have no large space for the entire school to gather.

Newton is an urban suburb whose demographics have changed over the years. Many students' first language is not English. These ELL students are supported in small group settings and tutorials, thus the need for smaller classrooms and spaces where they can receive English instruction. Title 1 schools, a homeless shelter and low rent housing are all present in Newton and the city's population is far more diverse than that of the neighboring communities to which Newton is most often compared.

What are the district's current class size policies?:

Elementary

K-1, 20 or below

2-5, 24 and below

Has the district closed, taken off-line, or converted to another, non-school use, any school facilities within the last 10 years?: NO

If "YES", please provide the name and address of any such school facility and provide a description of the reasons for removing the school from service.:

Priority 5

Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

Constructed in 1919 with a 1936 addition, the mechanical system is original to the building and past its normal useful life. The mechanical ventilation is below standard or non-existent in most areas. The boiler is energy inefficient. Plumbing fixtures are original and are not water conserving. There are no digital controls for the systems and no occupancy sensors for the lighting. Recognizing that all of our older buildings are energy inefficient, the City of Newton has entered into a contract with Noresco, an energy services company (ESCO). Noresco has performed a comprehensive investment grade energy audit at this facility, and has reviewed the historic consumption of all utilities while calculating the available energy costs savings that will result from recommended energy conservation projects that will deliver those savings. The City is in the process of reviewing the recommendations and projects, they will be funded by bonding. Noresco will guarantee the savings and manage the construction needed to institute the projects.

Priority 5

Please describe the measures the School District has already taken to mitigate the problem/issues described in Question 1 above.

Newton has recently completed a Long-Range Facilities Master Plan process encompassing all its elementary and middle school buildings. Based on current best practices and Newton's educational mission, educational and building standards that address the reduction of energy consumption have been established as part of the master plan. In recent years, energy efficient lighting has been installed throughout the system by partnering with the NStar Lighting Rebate Program. The City's Public Buildings Department has hired an HVAC specialist who has initiated a preventative maintenance program for the district's heating equipment. This oversight has had a direct impact on reduced energy consumption and energy expenditures. In the last three years, the district has begun using capital funding for major school-wide window and door replacements with energy efficient ones. In addition, the School Department has clear policies and procedures for reducing energy use throughout the day and evening. Heat is not turned on within school buildings until October 15. During the school day thermostats are kept at the lowest possible temperatures and staff and students are reminded to dress warmly and rearrange classroom furnishing to maximize distribution of heat. Similarly, custodians lower thermostats accordingly during the night and on weekends. Policies are in place to shut off lights and use natural lighting whenever possible. The Superintendent periodically sends out reminders regarding these energy conservation policies. There is an staff environmental team in each school that is responsible for encouraging environmental and energy awareness.

Priority 5

Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Most of Newton's submitted schools are over 50 year old. Four are over 80. Angier will be 91 years old in 2010. The buildings are crowded for two reasons: elementary enrollment has increased over the last five years and the bulge is now hitting the middle schools. Newton has 21 modular classrooms in place to deal with the increases at the elementary and middle school levels, 4 added last year. The second reason is that the buildings were built in a different era for a different educational program. Over the years classrooms and other spaces were converted to accommodate current needs. When built Newton schools did not have SPED and ELL programs in neighborhood schools, children went home for lunch, kindergarten was a ½ day double session, no after school programs existed, nor was there dedicated space for art and music instruction. Newton runs an inclusive SPED program in its elementary and middle schools. SPED programs require self-contained classrooms and ancillary spaces for speech and language, OT and PT, ABA space (for autism spectrum disorders) and small group tutorial spaces. Teachers and specialists have become creative in finding spaces to teach. Many of these spaces are tables in hallways, small closets and former storage spaces with inadequate ventilation. The original auditorium at Angier is now the library. The windowless former auditorium wing spaces are used as SPED offices and tutorial spaces. Two classrooms are on the basement level with poor daylighting. Even without major enrollment increases, the building does not support its current enrollment. The impact on teachers and student learning is real. Students with learning issues and their teachers do not have private, quiet, well ventilated spaces in which to teach and learn without distraction. Angier has some of the smallest classrooms in the city. Of the 18 classrooms 14 are 700 sq. feet and under. The crowded classrooms are noisy and put pressure on both children and teachers. There are no sinks in classrooms. Because of the small classrooms and closets converted to tutorial spaces, educational materials are stored in hallways. There is no multi-purpose room at Angier for whole school assemblies nor a cafeteria. There is a small space for warming food but not a full kitchen. A basement hallway has cafeteria tables. Most children eat lunch in their classrooms.

All of the mechanical, electrical, and plumbing systems are original and not up to current codes. The boiler is inefficient affecting the comfort level of teachers and children. Heat is uneven. Some rooms are too hot; others are too cold. Ventilation is below standard and missing in some spaces. The building is not accessible. There is a stair lift which does not give access to all levels. Classrooms do not have the ability to adequately support the technology that is part of 21st century education. There is a minimal wireless system and no cable service. There are too few receptacles in classrooms. The phone system is new but there are no phone lines in classrooms. There is no independent sound system in the building. All of the systems in the building are past their useful life affecting comfort and security as well as teaching and learning.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professionals?: NO
If "YES", please provide the name of the individual and his/her professional affiliation:
Please also provide the date of the inspection::

Priority 7

Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs and the facility limitations precluding the programs from being offered.

The ANGIER elementary school is the oldest school building in Newton still in service as a neighborhood elementary school. It was constructed in 1919 and last renovated in 1936. This indicates that it has never received a single dollar of state aid under the School Building Assistance Act of 1948. Angier contains 51,300 gsf and only 26,578 nsf, indicating that it is a very inefficient structure with a net-to-gross multiple of 1.93. Angier has 70 nsf per pupil. The total net area is due to its two largest classrooms, its art room, its after school facilities, its music room, its gymnasium, its teachers dining room and its minimal kitchen facilities, all of which are located in substandard facilities on the Basement level that provide minimal daylight and natural ventilation. Angier has 18 regular classroom spaces, all but 2 of which are smaller than 800 nsf: there are 2 CR @ 575 nsf, 5 @ 638 nsf, 2 @ 660 nsf, 3 @ 682 nsf, 2 @ 700 nsf and 2 @ 752 nsf. The average classroom size is 701 nsf. The two largest classrooms (@ 1,007 nsf) are located in the basement. The total net area devoted to regular classrooms is 12,624 nsf. The Angier School has neither a cafeteria nor a multi-purpose room/auditorium. Students eat lunch at tables set up in a basement corridor. The original multi-purpose room with stage has been given over to the school library. The music room is shared with the custodial staff and the art room contains only 704 nsf. The after-school program is held in minimal facilities of less than 500 nsf. There are tiny 100 nsf rooms for the OT/PT program and the speech and language program. In sum, the Angier School has served Newton well for 88 years and should be retired from service as soon as is practicable.

Priority 7

Please describe the measures the School District has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

The City of Newton has just completed a Long-Range Facilities Master Plan of its 15 elementary schools and 4 middle schools. A clear intent is to use the Master Plan as a blueprint for mitigating the educational inadequacies of the existing elementary and middle school physical plant. In the meantime, the City continues to locate additional modular classrooms at those schools experiencing the most severe overcrowding and, where unavoidable, to take over space from special programs to convert to regular classroom use. While this provides some short-term relief, it only points to the need for a comprehensive approach to the City's elementary and middle school educational needs for the next 25 years.

Priority 7

Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Most of Newton's submitted schools are over 50 year old. Four are over 80. Angier will be 91 years old in 2010. The buildings are crowded for two reasons: elementary enrollment has increased over the last five years and the bulge is now hitting the middle schools. Newton has 21 modular classrooms in place to deal with the increases, 4 added last year. The second reason is that the buildings were built in a different era for a different educational program. Over the years classrooms and other spaces were converted to accommodate current needs. When built Newton schools did not have SPED and ELL programs in neighborhood schools, children went home for lunch, kindergarten was a ½ day double session, no after school programs existed, nor was there dedicated space for art and music instruction. Newton runs an inclusive SPED program in its elementary and middle schools. SPED programs require self-contained classrooms and ancillary spaces for speech and language, OT and PT, ABA space (for autism spectrum disorders) and small group tutorial spaces. Teachers and specialists have become creative in finding spaces to teach. Many of these spaces are tables in hallways, small closets and former storage spaces with inadequate ventilation. The original auditorium at Angier is now the library. The windowless former auditorium wing spaces are used as SPED offices and tutorial spaces. Two classrooms are on the basement level with poor daylighting. Even without major enrollment increases, the building does not support its current enrollment. The impact on teachers and student learning is real. Students with learning issues and their teachers do not have private, quiet, well ventilated spaces in which to teach and learn without distraction. Angier has some of the smallest classrooms in the city. Of the 18 classrooms 14 are 700 sq. feet and under. The crowded classrooms are noisy and put pressure on both children and teachers. There are no sinks in classrooms. Because of the small classrooms and closets converted to tutorial spaces, educational materials are stored in hallways. There is no multi-purpose room at Angier for whole school assemblies nor a cafeteria. There is a small space for warming food but not a full kitchen. A basement hallway has cafeteria tables. Most children eat lunch in their classrooms.

All of the mechanical, electrical, and plumbing systems are original and not up to current codes. The boiler is inefficient affecting the comfort level of teachers and children. Heat is uneven. Some rooms are too hot; others are too cold. Ventilation is below standard and missing in some spaces. The building is not accessible. There is a stair lift which does not give access to all levels. Classrooms do not have the ability to adequately support the technology that is part of 21st century education. There is a minimal wireless system and no cable service. There are too few receptacles in classrooms. The phone system is new but there are no phone lines in classrooms. There is no independent sound system in the building. All of the systems in the building are past their useful life affecting comfort and security as well as teaching and learning.

Vote

Vote of Municipal Governing Body YES: 23 NO: 0 Date: 1/18/2011

Vote of School Committee YES: 9 NO: 0 Date: 1/10/2011

Vote of Regional School Committee YES: NO: Date:

Form of Vote

The following form of vote should be used by both the City Council/Board of Aldermen, Board of Selectmen/equivalent governing body AND the School Committee in voting to approve this Statement of Interest.

If a regional school district, the regional school district should use the following form of vote.

Resolved: Having convened in an open meeting on _____, the

_____ *[City Council/Board of Aldermen,*

Board of Selectmen/Equivalent Governing Body, School Committee] of _____ *[City/Town/School District],*

in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to

submit to the Massachusetts School Building Authority the Statement of Interest dated _____

for the _____ *[Name of School]* located at

_____ *[Address]* which

describes and explains the following deficiencies and the priority category(s) for which

_____ *[Name of City/Town/District]* may be invited to apply to the

Massachusetts School Building Authority in the future

_____ *[Insert a description of the priority(s) checked off on*

the Statement of Interest and a brief description of the deficiency described therein for each priority]; and hereby further specifically

acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority

in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any

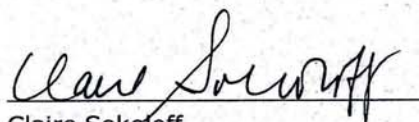
other funding commitment from the Massachusetts School Building Authority, or commits the

_____ *[Name of City/Town/District]* to filing an application for funding with the

Massachusetts School Building Authority.

Form of Vote

Resolved: Having convened in an open meeting on January 10, 2011, the School Committee of Newton, MA in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated January 26, 2011 for the Angier Elementary School located at 1697 Beacon Street Waban, MA 02468 which describes and explains the following deficiencies and the priority category(s) for which Newton, MA may be invited to apply to the Massachusetts School Building Authority in the future: elimination of existing severe overcrowding and replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating, and ventilation systems, to increase energy conservation and decrease energy related costs to a school facility; and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.



Claire Sokoloff
Chair, Newton School Committee

Closed Schools

Question 1: Has the District sold, closed, or otherwise removed from service a school in the last 10 years?

NO

Question 2: Does the District have any plans to sell, close, or otherwise remove from service a school in the next 10 years?

NO

CERTIFICATIONS


The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR
(E.g., Mayor, Town Manager, Board of Selectmen)

Chief Executive Officer

School Committee Chair

Superintendent of Schools

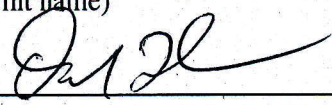

 (print name)

 Claire Sokoloff
 (print name)

 David Fleishman
 (print name)

 Seth Warren
 (signature)

 Claire Sokoloff
 (signature)


 (signature)

Date 1/24/11

Date 1/24/11

Date 1/24/11

CITY OF NEWTON
IN BOARD OF ALDERMEN

January 18, 2010

RESOLUTION TO THE NEWTON SUPERINTENDENT OF SCHOOLS
AUTHORIZING THE SUPERINTENDENT TO SUBMIT A STATEMENT OF
INTEREST FOR 2011 TO THE MASSACHUSETTS SCHOOL BUILDING
AUTHORITY BY JANUARY 26, 2011 DESIGNATING ANGIER ELEMENTARY
SCHOOL AS THE TOP PRIORITY SCHOOL FOR THE CITY OF NEWTON.

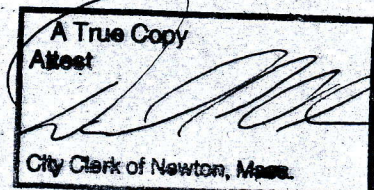
BE IT RESOLVED: that the Board of Aldermen of Newton, MA having convened in an open meeting on January 18, 2011, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated January 26, 2011 for the Angier Elementary School located at 1697 Beacon Street Waban, MA 02468 which describes and explains the following deficiencies and the priority category(s) for which Newton, MA may be invited to apply to the Massachusetts School Building Authority in the future elimination of existing severe overcrowding and replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating, and ventilation systems, to increase energy conservation and decrease energy related costs to a school facility: and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

Under Suspension of Rules

Readings Waived and Resolution Approved

23 yeas 0 nays 1 absent (Alderman Salvucci)


(SGD) DAVID A. OLSON, City Clerk



ATTACHMENT B

MSBA CONTRACT FOR OWNER'S PROJECT MANAGEMENT SERVICES
BASE OPM CONTRACT AMENDMENT FOR DESIGN/BID/BUILD;
BASE OPM CONTRACT AMENDMENT FOR CM-AT-RISK

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this _____ day of _____ in the year _____ between
(day) (month) (year)
the _____,
(Owner) (street)
_____, **Massachusetts**, _____
(City) (State) (Zip Code)
hereinafter called "the Owner" and _____
(Owner's Project Manager)

_____, _____, _____,
(street) (city) (State) (Zip Code)
hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete
the Basic and Extra Services described herein at _____
(name/description of Project)

The Owner's Project Manager is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Owner's Project Manager may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager. If the Owner elects to construct the project pursuant to G.L. c. 149, the amendment to this Contract shall include the Authority's Base OPM Contract Amendment for DBB for Basic Services required for the design-bid-build construction delivery method. If the Owner elects to construct the project pursuant to G.L. c. 149A, the amendment to this Contract shall include the insertion of the Authority's Base OPM Contract Amendment for CM at Risk, for Basic Services required for the CM at Risk construction delivery method.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, the Owner's Project Manager shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

OWNER

(print name)

(print title)
By _____
(signature and seal)
Date _____

OWNER'S PROJECT MANAGER

(print name)

(print title)
By _____
(signature)
Date _____

(Attach Certificate of Vote of Authorization)

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ARTICLE 1: DEFINITIONS

APPROVAL – a written communication from the Owner approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner’s Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

ARCHITECT/ENGINEER – herein also referred to as the **DESIGNER** -- the person or firm with whom the Owner has contracted to perform the professional designer services for this Project.

AUTHORITY – Massachusetts School Building Authority or its authorized representative, created by St. 2004, c. 208.

BASIC SERVICES – the minimum scope of services to be provided by the Owner’s Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

CERTIFICATE OF FINAL COMPLETION – The form prescribed by the Authority which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

COMMISSIONING CONSULTANT – a person or firm engaged by the Authority to provide building commissioning services, including advisory services during design and construction.

CONTRACT – this Contract, inclusive of all Attachments, between the Owner and the Owner’s Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR or GENERAL CONTRACTOR – the person or firm with whom the Owner has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§ 44A-44J.

CONSTRUCTION MANAGEMENT AT RISK or “CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD - a construction method described in M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK FIRM or CM at RISK – a sole proprietorship, partnership, corporation, or other legal entity with which the Owner has contracted pursuant to G.L. c. 149A, § 6(e), to provide Construction Management at Risk Services;

EXTRA SERVICES – services requested by the Owner to be performed by the Owner’s Project Manager but which are additional (or “extra”) to the services performed as Basic Services.

FEASIBILITY STUDY AGREEMENT – the agreement between the Owner and the Authority that sets forth the terms and conditions pursuant to which the Authority will collaborate with the Owner in conducting a feasibility study, which agreement shall include the budget, scope and schedule for the feasibility study.

FEE FOR BASIC SERVICES – the fee to be paid to the Owner’s Project Manager for satisfactorily performing, in the Owner’s sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner’s Project Manager is entitled pursuant to Articles 9 and 10.

FINAL COMPLETION – The work has been completed in accordance with the Construction Contract Documents and the educational specifications, schematic plans and drawings and the Project Funding Agreement approved by the Authority.

GENERAL LAWS – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

GUARANTEED MAXIMUM PRICE or GMP- The agreed total dollar amount for the Construction Management at Risk services, including the cost of the work, the general conditions and the fees charged by the Construction Management at Risk firm.

GUIDELINES AND STANDARDS – Documents published by the Authority including regulations and procedures that supplement the tasks of Owner’s Project Managers contracting with Owners for projects receiving any funding from the Authority.

NON-TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, a subcontractor, as described in M.G.L. c. 149A, § 8(j), who is not a Trade Contractor, as defined herein, and who has a direct contractual relationship with a CM at Risk whether or not the work exceeds the threshold sum as identified in M.G.L. c. 149, § 44F(1).

NOTICE to PROCEED – the written communication issued by the Owner to the Contractor or the CM at Risk authorizing him to proceed with the services specified in the construction contract or the CM at Risk contract and establishing the date for commencement of the contract time.

OWNER – the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project and is responsible for administering this Contract.

OWNER’S PROJECT MANAGER – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

PHASE – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – the owners and/or officers of the Owner’s Project Manager who are actively involved in the management of the Project.

PROJECT – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair, if any, as defined in the Project Scope and Budget Agreement or Project Funding Agreement .

PROJECT BUDGET – a complete and full enumeration of all costs of the Project, as defined in the Owner-Authority Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT DIRECTOR – the employee of the Owner’s Project Manager who has been designated in writing by the Owner’s Project Manager as its authorized representative, as approved by the Owner, and subject to the approval of the Authority, pursuant to the requirements of M.G.L. c.149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an “owner’s project manager” and 963 CMR 2.00 et seq., and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT FUNDING AGREEMENT – the Project Funding Agreement described in the 963 CMR 2.02 and executed by the Authority and the Owner.

PROJECT REPRESENTATIVE – the employee or a Subconsultant of the Owner’s Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project, as defined in the Owner-Authority Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT SCOPE AND BUDGET AGREEMENT – the Agreement described in 963 CMR 2.10(10) and executed by the Authority and the Owner.

REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services requested by the Owner to be performed by the Owner’s Project Manager or the cost of expenses paid by the Owner’s Project Manager that are reimbursable pursuant to the provisions of Article 10.

SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

SUBCONSULTANT – any individual, company, firm, or business having a direct contractual relationship with the Owner’s Project Manager, who provides services on the Project.

TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, subcontractors having a direct contractual relationship with a CM at Risk pursuant to G.L. c. 149A, § 8 (a)-(i), to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149 §44F and all other sub-bid classes of work selected by the public agency for the Project, provided the sub-bid work meets or exceeds the threshold sum identified in M.G.L. 149 §44F(1).

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.
- 2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.
- 2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.
- 3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.
- 3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.
- 3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.
- 4.4 The Owner's Project Manager shall comply with terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract, without any additional compensation. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

- 4.5 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment B, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner or the Authority made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.
- 4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.
- 4.7 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.
- 5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.
- 5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

- 5.5 All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated

ARTICLE 6: TERM AND TIMELY PERFORMANCE

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer, Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.
- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager.

- 7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

8.1 Project Management (For All Phases)

- 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.
- 8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.
- 8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

- 8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

During the Feasibility Study/Schematic Design Phase of this Contract, the Owner's Project Manager shall monitor and report to the Owner and the Authority any changes to the Feasibility Study Budget, Scope and Schedule established in the Owner-Authority Feasibility Study Agreement.

8.1.2.1 Project Budget

The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Owner and the Authority, which will be reviewed and agreed upon by the Owner and the Authority as part of the Project Scope and Budget Agreement and further subject to approval by the MSBA. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information to this Project Budget and identify and report all variances to the Owner and the Authority. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase (feasibility/schematic).when required by the Owner. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

During the schematic design Phase, the Owner's Project Manager shall prepare a construction cost estimate in Uniformat II Level 2 format with aggregated unit rates and quantities supporting each item.

8.1.2.3 Project Schedule

The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Owner and the Authority, which will be reviewed and agreed upon by the Authority as part of the Project Scope and Budget Agreement and further subject to approval by the Authority.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

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8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, Contractor or CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's or CM at Risk's safety performance, Designer's QA/QC, Contractor's or CM at Risk's environmental compliance, community issues, Designer and Contractor or CM at Risk's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

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8.1.5 MBE/WBE Compliance Monitoring (All Phases)

The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with MBE/WBE requirements.

8.1.6 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall assist the Owner in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination that any additional services or testing need to be performed shall rest with the Owner or Designer.

8.1.7 Project Records and Reports (All Phases)

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor or Owner-CM at Risk, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the Owner in responding to any public records request received by the Owner.

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Authority's Designer Selection Guidelines. Services shall include:

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.
- 8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Authority's Designer Selection Panel.
- 8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.2 Feasibility Study/Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)

b. Work with the Owner and Designer to prepare the Project Schedule.

- 8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.
- 8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.
- 8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.
- 8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
- 8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.
- 8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.
- 8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

If the Owner elects to proceed with the CM at Risk construction delivery method when directed by the Owner, the Owner's Project Manager shall, in a

timely manner, assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of M.G.L. c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional information from the office of the Inspector General.. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

If the Inspector General issues a notice to proceed with the CM at Risk delivery method, and if the Owner, at its option, authorizes the Owner's Project Manager to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, the Parties will enter into a mutually agreed upon amendment to this Contract using the amended Contract language for CM at Risk delivery method prescribed by the Authority. In the event that the Inspector General does not issue a notice to proceed with the CM at Risk delivery method, the Owner, at its option, may elect to construct the project in accordance with the provisions of M.G.L. c. 149.

INTENTIONALLY LEFT BLANK FOR INSERTION OF ARTICLES 8.3 THROUGH 8.8 FOR EITHER DBB OR CM AT RISK CONSTRUCTION DELIVERY METHOD AT THE ELECTION OF THE OWNER AND BY AMENDMENT TO THE CONTRACT

ARTICLE 9: EXTRA SERVICES

9.1 General

- 9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.
- 9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.
- 9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.

- 9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:

- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
 - 9.2.2 Assisting in the appeals process of permitting boards or commissions;
 - 9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;
 - 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
 - 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;
 - 9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
 - 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and
 - 9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
- 10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.
 - 10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.
- 10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

- 10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract. If a Subconsultant hired to perform Basic Services performs Extra Services approved by the Owner, compensation for such Extra Services shall be made under Article 9.

ARTICLE 11: RELEASE AND DISCHARGE

- 11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and agents, from all claims of the Owner's Project Manager and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Owner and Authority with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

- 12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

- 12.2.1 The Owner may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

12.3 Termination

- 12.3.1 By written notice to the Owner's Project Manager, the Owner may, with prior written approval of the Authority, terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then

no further payment shall be due to the Owner's Project Manager beyond the date of termination.

12.3.2 By written notice to the Owner and the Authority, the Owner's Project Manager may terminate this Contract:

- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
- (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.
- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner or Authority to the Owner's Project Manager, or by the Owner's Project Manager to the Owner or Authority, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one or to the Authority at 40 Broad Street, Boston, Massachusetts 02109. Notices to the Authority shall be sent to the attention of the Director of Capital Planning.

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and the Authority, and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the

Owner and/or the Authority arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

- 14.3 The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the Owner under this Contract or at law.

ARTICLE 15: INSURANCE

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- 15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
- 15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- 15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

- 15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

- 15.7.1 Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
- 15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
- 15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:
- a. \$1,000,000 Each Person for Bodily Injury;
 - b. \$1,000,000 Each Accident for Bodily Injury; and
 - c. \$1,000,000 Each Accident for Property Damage.
- 15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after

the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000.

In the event that the Owner terminates this Contract at or before the completion of the Feasibility Study/Schematic Design Phase “without cause” as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Feasibility Study/Schematic Design Phase and the Contract is not amended to authorize the Owner’s Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Feasibility Study/Schematic Design Phase, either because the Owner lacks sufficient funding for the Project or because the Authority’s Board of Directors does not approve the Project to proceed beyond the Feasibility Study/Schematic Design Phase, the Owner may, subject to the written approval of the Authority, amend this Article 15.8.

15.9 Liability of the Owner’s Project Manager

Insufficient insurance shall not release the Owner’s Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner’s Project Manager shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

15.10 Waiver of Subrogation

To the extent damages are covered by property insurance, the Owner and the Owner’s Project Manager waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors Owner’s Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

- 16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in

part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owner's Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise. The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

- 17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:
- 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
 - 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.
- 17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .
- 17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever

- applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.
- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L. c.151B.
- 17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.
- 17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ATTACHMENT A
PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed **\$[insert total fee amount]**. The **\$[insert total fee amount]** fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Owner for Basic Services required during the duration of this Contract may be an amount less than **\$[insert total fee amount]**. The Owner's Project Manager shall invoice the Owner based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

<u>Title</u>	<u>Rate/Hr.</u>
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The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

<u>Project Phase/Item of Work</u>	<u>Not-to-Exceed Fee</u>	<u>Completion Date</u>
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Feasibility Study/Schematic Design Phase

Design Development/Construction
Document/Bidding Phase

Construction Phase/Final Completion

Extra Services
(Identify by Category)

Reimbursable Services (Identify by
Category)

Independent Cost Estimates

Task 8.2.2 – Up to two estimates	\$X/per estimate	N/A
Task 8.4.2 – One Estimate	\$X/per estimate	N/A

THE SCOPE OF SERVICES ADDED BY THIS AMENDMENT IS FOR A DESIGN-BID-BUILD (DBB) PROJECT ONLY. THE SCOPE OF SERVICES SPECIFIED BELOW INCLUDES ARTICLES 8.1, 8.3, 8.4, 8.5, 8.6, AND 8.7. THE SERVICES SPECIFIED IN ARTICLE 8.1 HEREIN ARE INTENDED TO SUPPLEMENT (OR BE ADDITIVE) AND NOT SUPERCEDE ARTICLE 8.1 IN THE ORIGINAL STANDARD CONTRACT BETWEEN THE PARTIES.

ARTICLE 8: BASIC SERVICES

In addition to those Basic Services included in the original Contract between the Parties, the Owner's Project Manager shall perform the following Basic Services during the Design Development/Construction Documents/Bidding/Construction/Completion Phases:

8.1 Project Management

8.1.1 A draft of the communication plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Design Development/Construction Documents/Bidding Phase and be further updated (a) as needed to include the award of a construction contract and (b) no later than 30 days after Approval to Proceed to the Construction Phase. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee as applicable. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, General Contractor, equipment vendors and all other prime contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner and the Authority any changes to the Project Budget and Schedule established in the Owner-Authority Project Scope and Budget Agreement.

8.1.2.1 Project Budget

The Owner's Project Manager will use the baseline Project Budget as the Project control against which all Designer estimates, contractor bids and other cost information will be

measured. The Owner's Project Manager shall maintain and update the Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates as specified in each Design phase (design development and construction documents). The Owner's Project Manager shall record and track the cost estimates at each Design phase and submit this information with each design submittal due to the Authority using the Authority's Cost Estimate Comparison Spreadsheet. The Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

During the design development Phase, the Owner's Project Manager shall prepare a construction cost estimate for the design in Uniformat II Level 3 format, with unit rates and quantities supporting each item. The estimated cost shall be projected, to the mid point of the construction period.

At the 60% stage of completion of the final drawings and specifications, the Owner's Project Manager shall prepare a construction cost estimate using the Uniformat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work.

The Owner's Project Manager shall prepare a final construction cost estimate in Uniformat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterSpec format to Level 3 and M.G.L. c. 149, §44F (filed sub-bid) format, complete with a single line outline specification description for each item with the detailed unit rate or item cost buildup provided as a backup in each case.

8.1.2.3 Project Schedule

The Owner's Project Manager shall submit this detailed baseline Project Schedule from the Project Scope and Budget Agreement to the Owner and the Authority within 30 days of Approval to proceed to the Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule throughout the term of this Contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances from the baseline Project Schedule as part of the Monthly Progress Report.

In the event that actual progress of the Project varies from the baseline Project Schedule, the Owner's Project Manager shall consult with the Designer and the Contractor and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the Contractor to achieve the baseline Project Schedule and/or recommend revisions to the Project Schedule. The Owner's Project Manager shall not be responsible for delays caused by the Designer, Contractor or Subcontractors, or the employees, agents or subconsultants of the Designer, Contractor or Subcontractors.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

8.1.2.4 Construction Schedule

The Contractor shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the Contractor and Designer to review and update its schedule, develop the monthly progress information to support the Contractor's payment estimate, and monitor the Contractor's performance for compliance with its contract.

The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the actions that should be taken by the Contractor and/or advise the Owner when liquidated damages, if included in the construction contract, are anticipated to be incurred.

8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, Contractor) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's safety performance, Designer's QA/QC, Contractor's environmental compliance, community issues, Designer and Contractor MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

8.1.4.1 Change Order Administration

- 8.1.4.1.1 Review all Contractor proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare independent cost estimate analysis with associated schedule impact.
- 8.1.4.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the Contractor.
- 8.1.4.1.3 For all change order requests by the Contractor, make recommendations to the Owner for their acceptance or rejection.
- 8.1.4.1.4 Prepare and finalize any documentation required for processing change orders including a summary of the Owner's Project Manager's review of the reasonableness of the costs and documentation to support or reject the change.
- 8.1.4.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

8.1.4.2 Claims and Disputes Management

- 8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents.
- 8.1.4.2.2 Analyze Contractor claims and propose recommendations to the Owner in support of the Owner's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input from the Designer and/or Contractor.
- 8.1.4.2.3 In the event that a dispute arises between the Contractor, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the Contractors' construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the Contractor, Subcontractor, Designer or vendor to the Owner and the Authority in writing as soon as reasonably possible.
- 8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.2 INTENTIONALLY LEFT BLANK

Design Development/Construction Documents/Bidding Phase

8.3 Design Development

- 8.3.1 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:
- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract, for comparison with the Designer's cost estimates. (One Estimate during Task 8.3)
 - b. Work with the Owner and Designer to update the Project Budget and Schedule.
- 8.3.2 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
- 8.3.3 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer to discuss those submissions. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.
- 8.3.4 The Owner's Project Manager shall coordinate the timely review of the design between the Designer and the Commissioning Consultant. The Owner's Project Manager shall be responsible for providing the necessary documents to the Commissioning Consultant for its review, distributing review comments made to the Designer, Owner and the Authority and coordinate the timely resolution and incorporation of the Commissioning Consultant's recommendations. The Owner's Project Manager shall not be responsible for the Commissioning Consultant's performance, but if the Owner's Project Manager becomes aware of any performance or lack of performance issues with the Commissioning Consultant, the Owner's Project Manager shall immediately notify the Owner and the Authority of such issues.

8.4 Construction Documents

- 8.4.1 The Owner's Project Manager shall review the construction documents for quality, cost, and schedule improvements, conciseness and clarity. The Owner's Project Manager shall:
- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract, for comparison with the Designer's cost estimates. (Two estimates during Task 8.4)
 - b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations.
 - c. Work with the Owner and Designer to update the construction budget and schedule.

- 8.4.2 The Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
- 8.4.3 The Owner's Project Manager shall review the construction documents in line with the Project Scope and Budget Agreement. The review shall include constructability, operability and bid-ability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification. The constructability review will identify potential conflicts, make recommendations specific to any phasing issues, recommend appropriate milestones, constraints and liquidated damages and a review of the project specific requirements in the General Requirements.
- 8.4.4 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.
- 8.4.5 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant to determine that plans and specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.
- 8.4.6 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.5 Bidding Phase

- 8.5.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the advertisement, distribution of bidding documents and solicitation of public bids in accordance with M.G.L. c. 149 §§ 44A through 44J and other public construction-related statutes. The Owner's Project Manager shall:
 - a. Administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
 - b. Attend, and assist the Owner with, all pre-bid conferences and meetings and, assist, if directed by the Owner.
 - c. Attend, and assist the Owner with, all sub-bid and general bid openings and, assist, if directed by the Owner.
 - d. Review all sub-bids and general bids in conjunction with Designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price. Provide technical guidance to the Owner relative to its acceptance of bids and determination of bidder responsibility.
 - e. Review alternates and make written recommendations as to their acceptance.
 - f. If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may

include, consistent with Massachusetts public construction laws, reviewing and recommending acceptance of alternates, re-bidding or seeking additional funding from the City/Town/Regional District.

- 8.5.2 The Owner's Project Manager shall make recommendations to the Owner relative to the award of a construction contract.
- 8.5.3 The Owner's Project Manager shall assist the Owner in the preparation and execution of the Owner-Contractor Agreement and shall obtain from the Contractor performance and payment bonds, insurance certificates, and all other documents and certificates required for contract execution.
- 8.5.4 The Owner's Project Manager shall assist the Owner and the Designer in preparing and sending the Notice to Proceed to the Contractor.
- 8.5.5 The Owner's Project Manager shall provide the Contractor, Designer, Owner and the Authority with required copies of executed construction contract documents.

Construction Phase

8.6 Construction

The Owner's Project Manager shall provide supervisory staff for each of the following activities, from Notice to Proceed of the construction contract to contract close-out.

- 8.6.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-Contractor Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or subconsultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.
- 8.6.2 The Owner's Project Manager shall provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager.
 - 8.6.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.
 - 8.6.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.
 - 8.6.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the Contractor is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the Contractor and continuing until issuance to the Contractor of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the Contractor of a Certificate of Final Completion by the Owner.

- 8.6.3 The Owner's Project Manager shall review the Contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The Owner's Project Manager shall submit recommendations for the Contractor's schedule of values to the Owner within forty-five days of the Owner's Notice to Proceed to the Contractor.
- 8.6.4 The Owner's Project Manager shall review the Contractor's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the Contractor's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.
- 8.6.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:
- 8.6.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the Contractor's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the Contractor, pay items, and any observed delays, deficiencies and field problems.
 - 8.6.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.
 - 8.6.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.
 - 8.6.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.
 - 8.6.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by Contractors.
 - 8.6.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.
 - 8.6.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.

- 8.6.5.8 The Owner's Project Manager shall prepare responses to Contractor correspondence for the Owner.
- 8.6.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.
- 8.6.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- 8.6.5.11 The Owner's Project Manager shall monitor the Contractor's compliance with Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.
- 8.6.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.
- 8.6.6 The Owner's Project Manager shall monitor the Contractor's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Contractor in the Owner-Contractor Agreement are not being fulfilled.
- 8.6.7 The Owner's Project Manager shall schedule, conduct and prepare minutes of weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall prepare and submit minutes to the Owner within three business days of the meeting.
- 8.6.8 The Owner's Project Manager shall schedule the Authority's Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.
- 8.6.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Article 8.1.4.
- 8.6.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the General Contractor's monthly payment requisitions. The Owner's Project Manager shall review the Designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.

- 8.6.11 The Owner's Project Manager shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.
- 8.6.12 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The Owner's Project Manager shall coordinate the detailed punchlist with the Designer, including a subsequent walk-through with the Designer and the Authority's Commissioning Consultant. The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

8.7 Completion Phase

- 8.7.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.
- 8.7.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and the Authority.
- 8.7.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) and Trade Subcontractors pursuant to M.G.L. c. 149 § 44D.

END OF ARTICLE 8 OF BASE OPM CONTRACT AMENDMENT FOR DBB

THE SCOPE OF SERVICES ADDED BY THIS AMENDMENT IS FOR A CM AT RISK PROJECT ONLY. THE SCOPE OF SERVICES SPECIFIED BELOW INCLUDES ARTICLES 8.1, 8.3, 8.4, 8.5, 8.6, 8.7 AND 8.8. THE SERVICES SPECIFIED IN ARTICLE 8.1 HEREIN ARE INTENDED TO SUPPLEMENT (OR BE ADDITIVE) AND NOT SUPERCEDE ARTICLE 8.1 IN THE ORIGINAL STANDARD CONTRACT BETWEEN THE PARTIES.

ARTICLE 8: BASIC SERVICES

In addition to those Basic Services included in the original Contract between the Parties, the Owner's Project Manager shall perform the following Basic Services during the Design Development/Construction Documents/Bidding/Construction/Completion Phases:

8.1 Project Management

8.1.1 A draft of the communication plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Design Development/Construction Documents/Bidding Phase and be further updated (a) as needed to include the award of a construction contract and (b) no later than 30 days after Approval to proceed to the Construction Phase. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner. The Owner's Project Manager shall be responsible for taking minutes of all of the above-referenced meetings and distributing them to the Owner until such time as the Owner has given the CM at Risk a Notice to Proceed pursuant to an Owner-CM at Risk contract in which case, the CM at Risk shall be responsible for taking minutes. On behalf of the Owner, the Owner's Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.

8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, CM at Risk, equipment vendors and all other prime contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner and the Authority

any changes to the Project Budget and Schedule established in the Owner-Authority Project Scope and Budget Agreement or the Project Funding Agreement.

8.1.2.1 Project Budget

The Owner's Project Manager will use the baseline Project Budget as the Project control against which all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information will be measured. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates as specified in each Design phase (design development and construction documents), until such time as the CM at Risk has been given a Notice to Proceed. The Owner's Project Manager shall record and track the cost estimates at each Design phase and submit this information with each design submittal due to the Authority using the Authority's Cost Estimate Comparison Spreadsheet. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and the CM at Risk and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

The Owner's Project Manager shall review all construction cost estimates (design development and construction documents) provided by the Designer and/or the CM at Risk; provide advice, consultation, guidance and assistance to the Owner concerning said construction cost estimates; and work with the Designer and the CM at Risk as necessary to reconcile any variances in the construction cost estimates provided by each of them.

8.1.2.3 Project Schedule

The Owner's Project Manager shall submit this detailed baseline Project Schedule to the Owner and the Authority within 30 days of Approval to proceed to the Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule

throughout the term of this Contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances from the baseline Project Schedule as part of the Monthly Progress Report.

In the event that actual progress of the Project varies from the baseline Project Schedule, the Owner's Project Manager shall consult with the Designer and the CM at Risk and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the CM at Risk to achieve the baseline Project Schedule and/or recommend revisions to the Project Schedule. The Owner's Project Manager shall not be responsible for delays caused by the Designer, CM at Risk, or Subcontractors, or the employees, agents or subconsultants of the Designer, CM at Risk, or Subcontractors.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

8.1.2.4 Construction Schedule

The CM at Risk shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the CM at Risk, and Designer to review and update its schedule, develop the monthly progress information to support the CM at Risk's payment estimate, and monitor the CM at Risk's performance for compliance with its contract.

The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the actions that should be taken by the CM at Risk and/or advise the Owner when liquidated damages, if included in the CM at Risk contract, are anticipated to be incurred.

8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, CM at Risk's safety performance, Designer's QA/QC, CM at Risk's environmental compliance, community issues, Designer and CM at Risk's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

8.1.4.1 Change Order Administration

- 8.1.4.1.1 Review all CM at Risk proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare independent cost estimate analysis with associated schedule impact.
- 8.1.4.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the CM at Risk.
- 8.1.4.1.3 For all change order requests by the CM at Risk, make recommendations to the Owner for their modification, acceptance or rejection and provide an analysis and recommendation regarding the cost.
- 8.1.4.1.4 Prepare and finalize any documentation required for processing change orders including a summary of the Owner's Project Manager's review of the reasonableness of the costs and documentation to support or reject the change.
- 8.1.4.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

8.1.4.2 Claims and Disputes Management

- 8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents.
- 8.1.4.2.2 Analyze CM at Risk claims and propose recommendations to the Owner in support of the Owner's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input from the Designer and/or CM at Risk.
- 8.1.4.2.3 In the event that a dispute arises between the CM at Risk, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the CM at Risk's construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other

matters in question relating to the performance by the CM at Risk, Subcontractor, Designer or vendor to the Owner and the Authority in writing as soon as reasonably possible.

- 8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.2 INTENTIONALLY LEFT BLANK

Design Development/Construction Documents/Bidding Phase

8.3 **CM at Risk Prequalification and Selection,**

8.3.1 General

When directed by the Owner, the Owner's Project Manager shall assist and advise the Owner in the selection of a Construction Manager at Risk ("CM at Risk") in accordance with the provisions of M.G.L. c. 149A §§5 and 6, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

The Owner's Project Manager shall serve as a member of the Owner's CM at Risk Prequalification Committee and CM at Risk Selection Committee, as required by M.G.L. c. 149A §§5 and 6, and shall provide advice and assistance to the Owner and to said committees in relation to the CM at Risk selection process in accordance with the provisions of M.G.L. c. 149 §§ 5 & 6, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

8.3.2 CM at Risk Prequalification, Public Notice, Solicitation and Advertisement

- 8.3.2.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the CM at Risk prequalification process, including but not limited to the preparation of the request for qualifications ("RFQ") and the preparation of the public notice, solicitation, and advertisement for responses to the RFQ in accordance with the provisions of M.G.L. c. 149A, § 5, and the applicable regulations and procedures promulgated by the Inspector General.
- 8.3.2.2 The Owner's Project Manager shall assist and advise the Owner in preparing evaluation procedures and criteria for selecting the CM at Risk in accordance with the provisions of M.G.L. c. 149, §5.
- 8.3.2.3 The Owner's Project Manager shall assist and advise the Owner in preparing a specific description of the scope of services expected of the selected CM at Risk during the design, pre-construction, and construction phases of the project.
- 8.3.2.4 The Owner's Project Manager shall assist and advise the Owner in the preparation of the public notice, solicitation, and advertisement for the RFQ.

8.3.2.5 The Owner's Project Manager shall distribute the Request for Qualifications to responding CM at Risk firms.

8.3.2.6 The Owner's Project Manager shall assist and advise the Owner in reviewing all CM at Risk responses to the Request for Qualifications and make recommendations to the Owner regarding the selection of CM at Risk firms prequalified to submit a Statement of Qualifications for review by the Prequalification Committee.

8.3.3 Evaluation of CM at Risk Statements of Qualifications

8.3.3.1 As a member of the Owner's CM at Risk prequalification committee and on behalf of the Owner, the Owner's Project Manager shall review and evaluate in conjunction with the Prequalification Committee the Statements of Qualifications received from CM at Risk firms on the basis of the evaluation criteria established in the Request for Qualifications.

8.3.3.2 The Owner's Project Manager shall advise and assist, and make appropriate recommendations to, the Owner and the Prequalification Committee regarding the selection of qualified CM at Risk firms to receive a Request for Proposals ("RFP") from the Owner in accordance with the provisions of M.G.L. c. 149A, § 5(f) and the applicable regulations and procedures promulgated by the Inspector General.

8.3.3.3 Pursuant to G. L. c. 149A, §5(f), in the event that the Prequalification Committee is unable to identify a minimum of three (3) qualified CM at Risk firms, at the Owner's direction, the Owner's Project Manager shall assist and advise the Owner in re-advertising the Request for Qualifications or, in the alternative, at the direction of the Owner, assist and advise the Owner in procuring the project pursuant to M.G.L. c. 149, §§ 44A - 44J.

8.3.4 CM at Risk Request for Proposals ("RFP"), Issuance, Evaluation, Ranking

8.3.4.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the request for proposals ("RFP") process, including, but not limited to, the preparation and issuance of the RFP; the evaluation of the technical and cost proposals; the selection and ranking of CM at Risk firms; review and analysis of cost proposals; non-fee negotiations; and record-keeping, in accordance with the provisions of M.G.L. c. 149, § 6 and the applicable regulations and procedures promulgated by the Inspector General.

8.3.4.2 As a member of the Owner's CM at Risk selection committee, the Owner's Project Manager shall review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP.

8.3.4.3 The Owner's Project Manager shall coordinate the evaluation of the RFP's received on behalf of the Prequalification Committee and make recommendations regarding the evaluation and ranking of RFP's and the

conduct of interviews, if any, in accordance with the provisions of M.G.L. c. 149A, § 6(d), and the applicable regulations and procedures promulgated by the Inspector General.

- 8.3.4.4 If the proposal of the best qualified CM at Risk firm exceeds the budget established in the Project Scope and Budget Agreement or the Project Funding Agreement, as the case may be, the Owner's Project Manager shall consult with the Owner and Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending the acceptance of alternatives, re-advertising for a CM at Risk, or seeking additional funding from the City/Town/Regional District.

8.3.5 Negotiations, Contract Award, Guaranteed Maximum Price

- 8.3.5.1 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner and the CM at Risk Selection Committee in non-fee negotiations with the prequalified CM at Risk firms until the Selection Committee has reached an acceptable contract with one of said firms in accordance with M.G.L. c. 149A § 6(2)(e).
- 8.3.5.2 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the preparation and execution of the Owner-CM at Risk contract.
- 8.3.5.3 The Owner's Project Manager shall obtain from the CM at Risk and maintain on file any required performance and payment bonds, including, but not limited to, those in the amount of the Guaranteed Maximum Price ("GMP") in accordance with M.G.L. c. 149A, §§ 5(a) & 7(b)(4) and those in the full amount of trade contracts in accordance with M.G.L. c. 149A, § 8; any required insurance certificates; and any other documents and certificates required by law or by the provisions of the Owner-CM at Risk contract.
- 8.3.5.4 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating amendments to the to the CM at Risk contract to incorporate the scope and cost of early delivery work in accordance with the provisions of M.G.L. 149A, §§5-8, and the applicable regulations and procedures promulgated by the Inspector General.
- 8.3.5.5 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the negotiation of the GMP in accordance with M.G.L. c. 149A, §7, and the applicable regulations and procedures promulgated by the Inspector General. The OPM shall verify that the GMP is consistent with the requirements of the CM at Risk contract and that the CM at Risk has implemented an adequate cost control system to provide verification that all costs incurred within the GMP are true and actual in accordance with the CM at Risk contract.
- 8.3.5.6 The Owner's Project Manager shall provide the CM at Risk, Designer, Owner and the Authority with required copies of executed construction contract documents.

- 8.3.5.7 Once the CM at Risk has been given a Notice to Proceed and begins preparing meeting minutes on behalf of the Owner in accordance with Article 8.1.1.3, the Owner's Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.
- 8.3.5.8 Pursuant to M.G.L. c. 149A, § 7(b)(4), in the event the Owner is unable to negotiate an acceptable GMP with a CM at Risk, at the direction of the Owner, the Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating with the next highest ranked proposer and, if directed by the Owner, in procuring the Project in accordance with Chapter 149, §§ 44A-44J.
- 8.3.5.9 The Owner's Project Manager shall assist and advise the Owner and the Designer in preparing and sending the Notice to Proceed to the Construction Manager at Risk

8.4 Design Development

8.4.1 General

During the Design Development Phase, the Owner's Project Manager shall be responsible for maintaining and updating the Project Budget and Schedule, oversight of both the Designer and CM at Risk, the review of all Designer submittals, coordination with the Authority's Commissioning Consultant, and, if the Owner has not yet contracted with a CM at Risk, the development of a construction cost estimate for comparison with the Designer's cost estimates. If the Owner has given the CM at Risk a Notice to Proceed pursuant to the Owner-CM at Risk contract, the Owner's Project Manager shall review any construction cost estimates provided by the Designer and/or the CM at Risk and provide such advice, consultation, guidance and assistance to the Owner concerning said construction cost estimates as is reasonable and necessary.

The Owner's Project Manager shall consult with the CM at Risk on the design of the Project and work together and in harmony with the CM at Risk and Designer in a manner consistent with the Owner's best interests to develop a design that conforms to provisions of the Project Scope and Budget Agreement and the Project Funding Agreement.

The Designer shall remain responsible for the design requirements and design criteria for the Project. Unless otherwise directed by the Owner, nothing in this section shall be construed as an assumption of duties or responsibilities of the Designer or CM at Risk by the Owner's Project Manager.

- 8.4.2 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:
 - a. Review and reconcile the construction cost estimates of the Designer and the CM at Risk. In the event that the Owner has not executed a contract with a CM at Risk by the end of the Design Development Phase, the Owner's

Project Manager shall prepare an independent construction cost estimate for comparison with the Designer's cost estimate.

- b. Work with the Owner, Designer and CM at Risk to update the Project Budget and Schedule.

8.4.3 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.4.4 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer and CM at Risk as necessary to discuss and resolve all issues with the Designer's submissions. The Owner's Project Manager shall review any recommendations made by the CM at Risk with respect to the drawings, specifications and other design documents produced by the Designer and shall meet with the Designer and the CM at Risk as necessary to discuss and resolve all issues raised by the CM at Risk's recommendations. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.

8.4.5 The Owner's Project Manager shall coordinate the timely review of the design between the Designer, CM at Risk, and the Commissioning Consultant. The Owner's Project Manager shall be responsible for providing the necessary documents to the Commissioning Consultant for its review, distributing review comments made to the Designer, Owner, CM at Risk, and the Authority and coordinate the timely resolution and incorporation of the Commissioning Consultant's recommendations. The Owner's Project Manager shall not be responsible for the Commissioning Consultant's performance, but if the Owner's Project Manager becomes aware of any performance or lack of performance issues with the Commissioning Consultant, the Owner's Project Manager shall immediately notify the Owner and the Authority of such issues.

8.4.6 The Owner's Project Manager shall oversee the activities and responsibilities of the CM at Risk during design development in regard to constructability review, schedule development, cost estimates and other responsibilities set forth in the Owner-CM at Risk Contract and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

8.4.7 Early Delivery of Construction Bid Documents

During the Design Development Phase the Owner may request the Designer to prepare early bid packages of final Construction Documents for the site work, demolition, structural steel, excavation, and foundation work, and other elements of the work.

The Owner's Project Manager shall work with the Designer and CM at Risk to develop a schedule for the delivery of early bid packages of final Construction Documents for the site work, demolition, structural steel, excavation, and foundation work, and other elements of the work as directed. The Owner's Project Manager shall provide the resources necessary to support the timely and accurate completion of early bid packages.

The Owner's Project Manager shall assist the Owner in negotiating amendments to the Owner-CM at Risk Contract to incorporate the scope and cost of the early delivery work in accordance with M.G.L. c. 149A, §7.

8.5 Construction Documents

- 8.5.1 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer and CM at Risk during the preparation of complete construction specifications and drawings in order to maintain consistency with the Project Scope and Budget Agreement and the Project Funding Agreement.

The Owner's Project Manager shall continue to monitor the schedule of the Designer and CM at Risk.

- 8.5.2 The Owner's Project Manager shall meet with the Designer and CM at Risk as necessary to discuss and resolve all issues with the construction documents. The Owner's Project Manager shall monitor and review the performance of the CM at Risk in its review of the construction documents for, among other things, conciseness, clarity consistency, constructability, maintainability/operability, coordination among the trades, coordination between the specifications and drawings, bid-ability, compliance with M.G.L. c.149A for procurement, installation and construction, and sequence of construction and for quality, cost, and schedule improvements. The Owner's Project Manager shall review any recommendations made by the CM at Risk with respect to the construction documents produced by the Designer and shall meet with the Designer and the CM at Risk as necessary to discuss and resolve all issues raised by the CM at Risk's recommendations. The Owner's Project Manager shall:

- a. Review and reconcile the construction cost estimates of the Designer and the CM at Risk
- b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations and other recommendations made by the CM at Risk relative to the construction documents.
- c. Work with the Owner, Designer, and CM at Risk to update the construction budget and schedule.

- 8.5.3 The Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to the Trade Contractor and Non-Trade Contractor prequalification and selection process pursuant to M.G.L. c. 149A § 8,

including participation as a member of the Owner's Prequalification Committee if directed by the Owner.

- 8.5.4 The Owner's Project Manager shall review the information provided by the CM at Risk on Trade and Non-Trade Contractor scope of work pursuant to M.G.L. c. 149A § 8, paying particular attention to the contract drawings and specifications prepared for Trade Contractors. The Owner's Project Manager shall fully understand the delineation of work as determined by the CM at Risk and the Designer between Trade and Non-Trade Contractors for the purpose of verifying the actual costs of such scopes of work.
- 8.5.6 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.
- 8.5.7 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant to determine that plans and specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.
- 8.5.8 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of the Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
- 8.5.9 The Owner's Project Manager shall monitor the schedule of the CM at Risk, provide review and comment of CM at Risk's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

8.6 Bidding Phase

8.6.1 General

The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the proper administration and coordination of the Trade Contractor prequalification and selection process and the Non-Trade Contractor selection process in accordance with the provisions of 149A, § 8, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law, including participation as a member of the Owner's Trade Contractor prequalification committee if directed by the Owner.

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the Trade

Contractor prequalification and selection process and the Non-Trade Contractor selection process.

8.6.2 CM at Risk Trade Contractor Selection Process

8.6.2.1 Trade Contractor Prequalification

8.6.2.1.1 The Owner's Project Manager shall assist and advise the Owner in the development of a prequalification and selection process for both Trade Contractors and Non-Trade Contractors that have been identified by the Owner in accordance with Chapter 149A, Section 8.

8.6.2.1.2 The Owner's Project Manager shall review the information provided by the CM at Risk describing the work to be required of each Trade Contractor and shall assist and advise the Owner and Designer in the preparation of the Request for Qualifications for Trade Contractors to be used to solicit responses from eligible Trade Contractors and to prequalify Trade Contractors for participation in the Project.

The Owner's Project Manager shall assist and advise the Owner and the Designer in the public notice, solicitation, and advertisement of the Request for Qualifications for Trade Contractors.

8.6.2.1.3 The Owner's Project Manager shall assist and advise the Trade Contractor Prequalification Committee and the Owner in reviewing and scoring all Trade Contractor responses to the Request for Qualifications and make recommendations to the Trade Contractor Prequalification Committee and the Owner regarding the selection and notification of Trade Contractors prequalified to submit a bid on the Project in accordance with the provisions of M.G.L. 149A, § 8(a) –(i).

8.6.2.2 Request for Bids for Trade Contractor Services

The Owner's Project Manager shall assist and advise the Owner and the Designer in the preparation of the Invitation for Bids for Trade Contractor services in accordance with the provisions of M.G.L. c. 149A, § 8(g).

8.6.2.2.1 The Owner's Project Manager shall assist and advise the Owner in the distribution of the Invitation for Bids to prequalified Trade Contractors in accordance with M.G.L. c. 149A §8(g).

8.6.2.2.2 The Owner's Project Manager shall attend all pre-bid conferences and meetings and Trade Contractor openings and assist and advise the Owner if directed by the Owner.

8.6.2.3 Trade Contractor Bid Review

The Owner's Project Manager shall attend all bid openings and shall review all Trade Contractor bids in conjunction with the Designer and CM at Risk to determine responsiveness, completeness, accuracy, price and conformance to the requirements of M.G.L. c.149A, § 8(a)-(i), and to provide technical guidance to the Owner regarding the acceptance or rejection of the Trade Contractor bid.

Pursuant to M.G.L. c. 149A, § 8(h), in the event that the Owner receives less than three (3) responsive bids on any Trade Contract, and the lowest responsible bid exceeds the estimated cost of the work for which bids are requested, the Owner's Project Manager shall monitor the activities and responsibilities of the CM at Risk in the negotiation of an acceptable price with the lowest prequalified bidder, and, if necessary, the second lowest prequalified bidder. If such negotiations are unsuccessful, the Owner's Project Manager shall advise the Owner, and shall monitor the activities and responsibilities of the CM at Risk, with respect to the solicitation of additional bids and the selection of Trade Contractors in accordance with the provisions of M.G.L. c. 149A, §§ 8(h) & (j).

8.6.2.4 Contract Award

8.6.2.4.1 The Owner's Project Manager shall review the contracts between Trade Contractors and the CM at Risk for conformance with the requirements of G.L. c. 149A , § 8, and all applicable public construction statutes.

8.6.2.4.2 The Owner's Project Manager shall obtain from all Trade Contractors, and maintain on file, all performance and payment bonds, bid bonds, insurance certificates, and all other documents and certificates required by law or by the terms of the Contract between the Owner and the CM at Risk.

8.6.2.4.3 The Owner's Project Manager shall provide the Designer, Owner and the Authority with required copies of executed construction contract documents.

8.6.3 Non-Trade Contractor Selection

The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the Non-Trade Contractor selection process in accordance with the provisions of G.L. c. 149A, § 8(j), the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

The Owner's Project Manager shall monitor the activities and responsibilities of the CM at Risk in the selection of Non-Trade Contractors.

8.6.3.1 Non-Trade Contractor Qualification

For each class of Non-Trade Contractors, for which the CM at Risk is requesting bids, the Owner's Project Manager shall review the qualifications established by the CM at Risk for each class of Non-Trade Contractors and the list of three (3) Non-Trade Contractors and make recommendations to the Owner regarding approval of the qualifications

established by the CM at Risk, whether any of the three Non-trade Contractors should be eliminated from the list, or whether any Non-trade Contractors should be added to the list, all in accordance with the provisions of M.G.L.c. 149A, § 8(j).

8.6.3.2 Non-Trade Contractor Bidding

The Owner's Project Manager shall review the detailed bidding information developed by the CM at Risk in accordance with M.G.L. c. 149A, § 8(j) for accuracy, completeness, and coordination of scope.

8.6.3.3 Non-Trade Contractor Bid Review and Award

Where permitted by agreement between the Owner and the CM at Risk or where otherwise permitted by law, the Owner's Project Manager shall attend all bid openings and, in conjunction with the Designer and CM at Risk, the Owner's Project Manager shall review all Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor bids by the CM at Risk. The Owner's Project Manager shall review and report on all tabulations of bids as presented by the CM at Risk in accordance with M.G.L. c. 149, § 8(j) and ascertain that the tabulations and final awards are consistent with the bids.

8.6.3.4 Non-Trade Contractor Alternate Selection Procedure

With respect to Non-Trade Contracts with an award value that does not exceed the threshold sum identified in M.G.L. c 149, § 44(F)(1), the Owner's Project Manager shall review the selection method proposed by the CM at Risk to select this class of Non-Trade Contractor and advise the Owner as to whether the Owner should approve the proposed selection method in accordance with G.L. c. 149A, § 8(j).

The Owner's Project Manager shall attend all bid openings and, in conjunction with the Designer and CM at Risk, the Owner's Project Manager shall review all such Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor selected by the CM at Risk.

8.7 Construction Phase

The Owner's Project Manager shall provide supervisory staff for each of the following activities, from Notice to Proceed to contract close-out.

- 8.7.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-CM at Risk Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or subconsultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

- 8.7.2 The Owner's Project Manager shall provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager.
- 8.7.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.
- 8.7.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.
- 8.7.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the CM at Risk is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the CM at Risk and continuing until issuance to the CM at Risk of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the CM at Risk of a Certificate of Final Completion by the Owner.
- 8.7.3 The Owner's Project Manager shall review the CM at Risk's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials.
- 8.7.4 The Owner's Project Manager shall review the CM at Risk's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the CM at Risk's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.
- 8.7.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:
- 8.7.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the CM at Risk's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the CM at Risk, pay items, and any observed delays, deficiencies and field problems.

- 8.7.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.
- 8.7.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.
- 8.7.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.
- 8.7.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by the CM at Risk.
- 8.7.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.
- 8.7.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.
- 8.7.5.8 The Owner's Project Manager shall prepare responses to CM at Risk correspondence for the Owner.
- 8.7.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.
- 8.7.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- 8.7.5.11 The Owner's Project Manager shall monitor the CM at Risk's compliance with Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.
- 8.7.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.

- 8.7.6 The Owner's Project Manager shall monitor the CM at Risk's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk in the Owner-CM at Risk Agreement are not being fulfilled.
- 8.7.7 The Owner's Project Manager shall attend weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall review the meeting minutes that are submitted to the Owner by the CM at Risk and shall advise the Owner as to the completeness, accuracy and general acceptability of the minutes.
- 8.7.8 The Owner's Project Manager shall schedule the Authority's Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.
- 8.7.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Article 8.1.4.
- 8.7.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the CM at Risk's monthly payment requisitions. The Owner's Project Manager shall review each Trade Contractor's or Non-Trade Contractor's payment requisition and the CM at Risk's requisition of costs to ascertain that the Owner is paying for actual costs and fees in accordance with the Owner-CM at Risk contract.
- 8.7.11 The Owner's Project Manager shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.
- 8.7.12 After the Owner and the CM at Risk have agreed on a Guaranteed Maximum Price ("GMP") in accordance with M.G.L. c. 149A, § 7, the Owner's Project Manager shall promptly notify the Owner when actual costs exceed the detail line item cost breakdowns set forth in the GMP amendment.
- 8.7.13 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the Owner-CM at Risk contract, including, but not limited to, the GMP amendment and any other amendments thereto. The Owner's Project Manager shall coordinate the detailed punchlist with the Designer, including a subsequent walk-through with the Designer, CM at Risk and the Authority's Commissioning Consultant. The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

8.8 Completion Phase

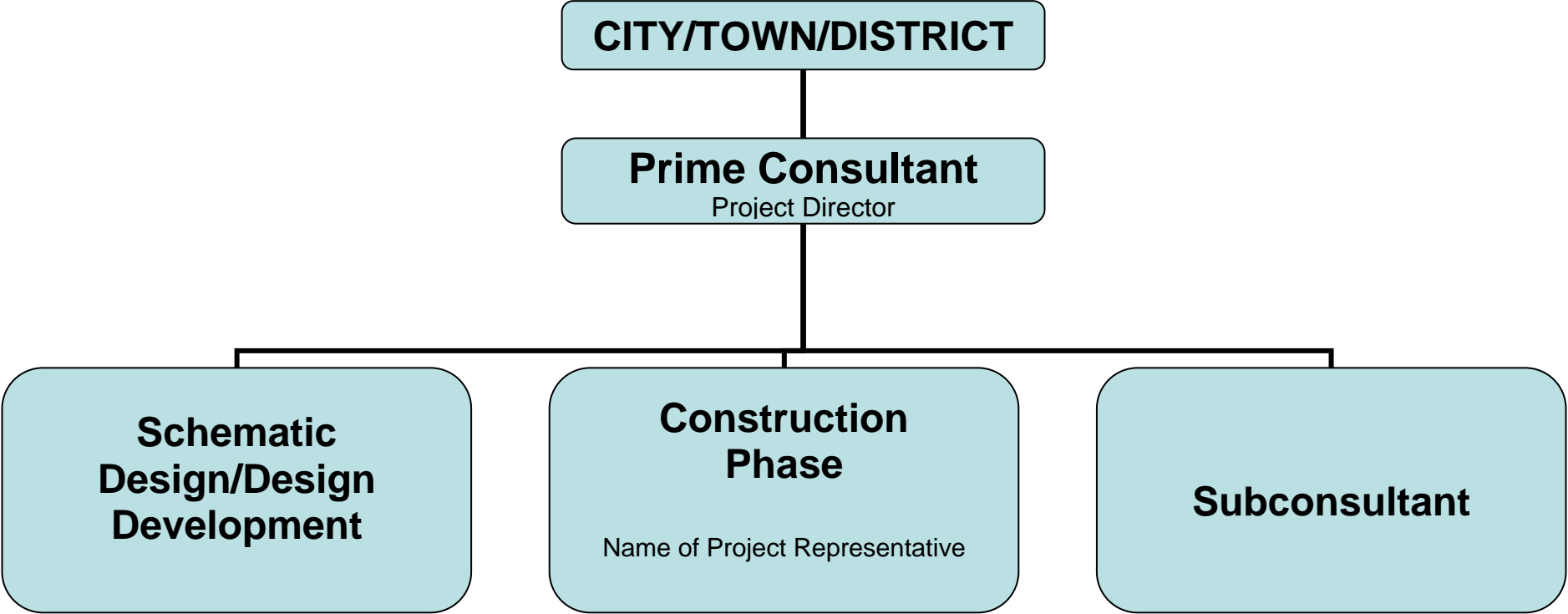
- 8.8.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the close-out and commissioning of the Project.
- 8.8.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and the Authority.
- 8.8.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) or CM at Risk, and subcontractors in accordance with the provisions of M.G.L. c. 149 § 44D.

END OF ARTICLE 8 OF BASE OPM CONTRACT AMENDMENT FOR CM AT RISK

ATTACHMENT C

Owner’s Project Manager Application Form - May 2008			
1.Project Name/Location for Which Firm is Filing:			
1a. MSBA Project Number:			
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:		2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:	
2c. Date Present And Predecessor Firms Were Established:		2d. Name And Address Of Parent Company, If Any:	
2e. Federal ID #:		2f. Name of Proposed Project Director:	
3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):			
Admin. Personnel	_____	Cost Estimators	_____
Architects	_____	Electrical Engrs.	_____
Acoustical Engrs.	_____	Environmental Engrs.	_____
Civil Engrs.	_____	Licensed Site Profs.	_____
Code Specialists	_____	Mechanical Engrs.	_____
Construction Inspectors	_____		_____
		Total	_____
4. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No			

5. List **ONLY** Those Prime and Sub-Consultant Personnel identified as Key personnel in the Response to Request for Services. This Information Should Be Presented Below In The Form Of An Organizational Chart modified to fit the firm's proposed management approach. Include Name of Firm And Name Of The Person:



RFS for Owner's Project Manager
Angier Elementary School

6. Brief Resume for Key Personnel ONLY as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.	
a. Name And Title Within Firm:	a. Name And Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name And Address Of Office In Which Individual Identified In 6a Resides:	c. Name And Address Of Office In Which Individual Identified In 6a Resides:
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Date of MCCPO Certification:	f. Date of MCCPO Certification:
g. Applicable Registrations and Certifications :	g. Applicable Registrations and Certifications:
h. Current Work Assignments And Availability For This Project:	h. Current Work Assignments And Availability For This Project
i. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	i. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

7a	Past Performance: List all Completed Projects, in excess of \$1.5 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.									
a.	Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Project Dollar Value	d. Completion Date (Actual Or Estimate)	e. On Time (Yes Or No)	f. Original Construction Contract Value	g. Change Orders	h. Number of Accidents and Safety Violations	i. Dollar Value of any Safety fines	j. Number And Outcome Of Legal Actions
(1)										
(2)										
(3)										
(4)										
(5)										

7b. Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform (cont) Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a. Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	e. Actual Project Completion On Time (Yes or No)	f. If different, provide reason(s) for variance.
(1)						
(2)						
(3)						
(4)						
(5)						

8. Capacity: Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Subconsultants. Identify project participants and highlight any work involving the project participants identified in the response.								
Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Original Project Budget	d. Current Project Budget	d. Project Completion Date	e. Current forecast completion date On Time (Yes Or No)	f. Original Construction Contract Value	g. Number and dollar value of Change Orders	h. Number and dollar value of claims
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

RFS for Owner's Project Manager
Angier Elementary School

9. References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a.	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person
1)			5)		9)	
2)			6)		10)	
3)			7)		11)	
4)			8)		12)	

9. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Subconsultants. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.**

10. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By _____ Printed Name And Title _____ Date _____
(Signature)

ATTACHMENT D

REQUIRED CERTIFICATIONS

- Please attach proof of certifications including but not limited to:
- MCPPO Certification
- Proof of registration by the Commonwealth of Massachusetts as an architect or professional engineer (if applicable)
- List of all claims, including insurance claims and claims in litigation or adjudicatory process or settled, brought by or against the firm/individual in the past three (3) years, including for each the reason for the claim, name(s) of claimant(s) and outcomes.
- Demonstrated ability to secure general liability insurance, worker's compensation, and automobile insurance for all proposed staff that will be involved in the project.
- Any other certifications that may be relevant

Please review the main body of the RFS to identify required certifications and other requirements.

ATTACHMENT D.1

CERTIFICATE OF AUTHORITY - BUSINESS CORPORATIONS

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)
held on _____ at which all Directors were present or waived notice, it was voted that,
_____ (name) of this company be and be hereby is authorized to execute
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto,
and such execution of any contract of obligation in this company's name on its behalf by such
_____ under seal of the company, shall be valid and binding upon this company.

A TRUE COPY

ATTEST (clerk or secretary

Place of Business

I hereby certify that I am the clerk/secretary of the _____
(name of company)
that is the duly elected _____ of said company, and the above vote
has not been amended or rescinded and remains in full force and effect as of _____,
the date on which the corporation's authorized representative, named above, affixed his/her
signature to this contract.

Clerk or Secretary
(Corporate Seal)

ATTACHMENT D.2

SATISFACTION OF STATE TAX REQUIREMENTS

ATTEST FORM

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate
Name

Date:

Corporate Officer (if applicable)

ATTACHMENT E

CITY OF NEWTON DESIGNER SELECTION COMMITTEE:
DESIGNER SELECTION PROCEDURES

City of Newton

Designer Selection Committee

Designer Selection Procedures
(Adopted *October 26, 2004*)

1. These procedures govern the selection of designers for any municipal building project subject to the state designer selection law, M.G.L. c. 7, §38A1/2-O or subject to the provisions of §11-8 of the City of Newton Charter. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Designer Selection Committee [hereinafter referred to as the "Committee"] has the authority to conduct the designer selection process for the City of Newton (hereinafter referred to as the "City") pursuant to the provisions of §11-8 of the City of Newton Charter and §§ 5-35 – 5-38 of the Revised Ordinances of the City of Newton, 2001. The Committee may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Committee shall conduct the designer selection process.

No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:

- a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - d. has an ownership interest in, or is an officer or director of, any applicant.
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Committee, at least two weeks before the deadline for filing applications.
 5. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the estimated construction cost, and the time period within which the project is to be completed;

- b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants;
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.
6. The RFQ shall include the [Application to Designer Selection Committee Form](#). The Application Form may be amended to include additional information on a project-specific basis.
7. The Committee shall evaluate applicants based on the following criteria:
 - a. prior similar experience;
 - b. past performance on public and private projects;
 - c. financial stability;
 - d. identity and qualifications of the consultants who will work with the applicants on the project;
 - e. any other criteria that the Committee considers relevant to the project.
8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so. The Committee may determinate that it is in the best interest of the City to reject all applicants and re-issue the RFQ.
9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Mayor. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, §44C, shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation, which may be the record or the minutes of the Commission's meeting at which the selection was made, and recorded vote, if any, shall be public records and shall be maintained in the contract file of the designer selected by the Mayor.

1. If the fee was set prior to the selection process, the Mayor shall select a designer from the list of finalists. If the Mayor selects a designer other than the one ranked first by the Committee, the Mayor shall file a written justification for the selection with the Committee and maintain a copy in the contract file. In accordance with the provisions of §5-35 of the Revised Ordinances of the City of Newton, 2001, the Mayor may request three (3) additional recommendations from which he may make his selection.

2. If the fee is to be negotiated, the Mayor shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Mayor shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Mayor is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Mayor prior to selection of finalists.
3. If the Mayor is unable to negotiate a satisfactory fee with any of the finalists, in accordance with the provisions of §5-35 of the Revised Ordinances of the City of Newton, 2001, the Mayor may request three (3) additional recommendations from which he may make his selection.
4. The City may allow a designer who conducted a feasibility study to continue with the project design, provided that an independent review by a knowledgeable and competent individual or firm doing such work finds the feasibility designer's work to be reasonable and adequate. The City must first advertise for the feasibility study. The City may include a statement in the advertisement and/or RFQ that the feasibility study designer is eligible to compete for the subsequent design services contract. Once the study is complete, the City may publish a second advertisement for the project design. If the feasibility designer is selected, the City may commission the independent review prior to allowing the designer to proceed with the work.

14. Every contract for design services shall include the following:

- a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
- b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
- c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and

- d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, §39R(c) and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The City shall not enter into a contract for design services unless the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million (\$1,000,000) dollars or ten percent (10%) of the project's estimated cost of construction, or such larger amounts as the City may require, for the applicable period of limitations. A designer required by the City to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the City prior to the award of the contract.
16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.
17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Committee may elect to authorize expedited procedures to address the emergency. The Committee shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Committee may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Committee shall rank the finalists in order of qualification and select the designer for the emergency work.
18. The City shall publish the name of any designer awarded a contract in the *Central Register*.
19. The following records shall be kept by the City:
 - a. all information supplied by or obtained about each applicant;
 - b. all actions taken relating to the project; and
 - c. any other records related to designer selection.

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

The City shall evaluate designers' performance on contracts in accordance with M.G.L. c. 7, §38E(g).

ATTACHMENT F

CITY OF NEWTON ORDINANCES

DESIGN REVIEW COMMITTEE ORDINANCE (Section 5-54 through 5-58)

NEWTON CODE—BUILDINGS

committee as is necessary for the exercise of the committee's responsibilities. Records of the committee shall be public documents. The committee shall make reports no less than annually to the respective appointing authorities. (Rev. Ords. 1973, § 2-348; Ord. No. 190, 12-20-76; Ord. No. 317, 2-20-79; Ord. No. S-301, 2-1-88)

Secs. 5-38—5-53. Reserved.

ARTICLE IV. DESIGN REVIEW COMMITTEE

Sec. 5-54. Established.

(a) A design review committee is hereby established to coordinate the design review process for any public facility which has been submitted to the committee by the mayor, board of aldermen or any other public agency or committee within the city.

(b) The design review committee shall examine the specifications prepared by the using agency and shall consult with the planning, public buildings and other city departments, or if appropriate, may request the public buildings commissioner to hire outside consultants to assist the design review committee in studying the feasibility of the proposed facility and shall consider to the extent the committee deems appropriate a range of solutions such as renewal, renovation or replacement within realistic budgetary limits and shall make a recommendation. The design review committee's study of the feasibility of the proposed facility shall include a review of indoor environmental health issues. The design review committee may make recommendations for specific program requirements for the proposed facility to address indoor environmental health issues. The design review committee shall include in its feasibility study a review of the proposed facility's use of natural resources and energy. The design review committee may make recommendations as to site planning, building design, or construction that contribute significantly to the proposed facility's efficient use and conservation of natural resources and energy. Whenever an architect is proposed to be engaged by the city in any design or consulting capacity, the design review committee shall review the contract between the city and the architect prior to its execution to assure that the scope of the work,

as described in said contract, complies with the program requirements for the proposed public facility.

(c) The design review committee shall review the architect's solution for compliance with the program and time schedule requirements and shall evaluate the quality, appropriateness and functional attributes of the architect's solution. The committee shall have periodic meetings with the architect and hold periodic presentations and reviews and shall make reports as the project moves through the various stages of design to contract development. Prior to the issuance of bid documents, design review recommendations to the architect shall be made by the design review committee in writing to the commissioner of public buildings for his approval and issued from his office. The commissioner of public buildings shall not permit the construction contract to be advertised for public bid until the design review committee certifies in writing that the plans and specifications substantially meet the program requirements of the project.

(d) During the construction of the public facility, the commissioner of public buildings shall consult with the design review committee concerning any changes in the plans or specifications that may affect the design or program of the facility and the committee shall act promptly on all matters before it. (Rev. Ords. 1973, § 2-361; Ord. No. 8, 8-12-74; Ord. No. 190, 12-20-76; Ord. No. S-301, 2-1-88; Ord. No. V-216, 12-21-98; Ord. No. Y-29, 7-9-07)

Sec. 5-55. Composition, appointment and compensation of members.

(a) Voting membership. The design review committee shall consist of twelve (12) permanent voting members, four (4) appointed by the mayor, four (4) selected by the board of aldermen, and four (4) selected by the school committee. There shall be two (2) additional voting members for each facility under design review, who are community representatives who shall represent the interests of the community in which the proposed facility is to be located, and who reside in the immediate area of the facility. One community representative shall be appointed by the mayor and one shall be selected by the board of aldermen. In the event that more than one facility shall comprise a project, and where the

board of aldermen determines that the resulting number of community representatives for said project is unreasonably large, it may reduce the total number of community representatives required to not fewer than two. (Ord. No. R-142, 4-21-81)

(b) Nonvoting membership. There shall be the following nonvoting members of the design review committee: one alderman, one school committee member for school department building projects, the planning director or his designee, the head of the using agency or his designee, and the public buildings commissioner or his designee. The public buildings commissioner shall also serve as secretary of the design review committee. (Rev. Ords. 1973, § 2-362; Ord. No. 8, 8-12-74; Ord. No. S-301, 2-1-88)

Cross references—Regulations governing appointment and service on commissions and committees, § 2-8

Sec. 5-56. Terms, vacancies and rules.

(a) The members of the design review committee, excepting the community representatives, shall serve coterminous with the terms of their respective appointing authority. Vacancies in the committee shall be filled by appointment in the same manner by the same designated appointing authority as the original appointments for the period of the unexpired term. The term of community representatives shall expire upon final acceptance by the city of the facility for which they were appointed.

(b) The design review committee shall have such assistance as is reasonably necessary for the exercise of its responsibilities provided by the department of public buildings. The records of the design review committee shall be public documents. The design review committee shall elect a chairman annually and establish rules and procedures. Members shall serve at the pleasure of their respective appointing authority.

(c) It is the intent of this section that those participating in the design review process as voting members shall be a diversified group of interested citizens, independent of and not directly employed by city government, and that some of these members shall be professionally qualified.

(d) To the extent that citizens make themselves

available to serve, there shall be at least one (1), but not more than two (2) voting members from each of the following professions: architect, general construction manager, electrical engineer, mechanical engineer, structural engineer, landscape architect. Professional qualifications of voting members are desirable in the fields of city planning, traffic engineering and real estate development, but shall not be required.

(e) Whenever a vacancy in voting membership occurs, the appointing authority shall make inquiry of the public buildings commissioner and the chairman of the design review committee as to whether an appointee with particular professional qualifications is required, and after written response, the appointment shall be made so that the membership of the design review committee will be professionally balanced and will comply with the requirements and the intent of this section. Community representatives shall be appointed without regard for professional qualifications.

(f) No voting member of the design review committee shall hold an elected or salaried position with the city.

(g) All members shall serve without compensation and all voting members shall be residents of the city. All members shall serve until their successors take office.

(h) The two (2) voting members who are community representatives shall vote only on those matters concerning facilities for which they are appointed. (Rev. Ords. 1973, § 2-363; Ord. No. 8, 8-12-74; Ord. No. 190, 12-20-76; Ord. No. S-301, 2-1-88)

Sec. 5-57. Other provisions.

Any public corporation, agency, authority, commission or body of any such private organization which is empowered to construct a public or quasi-public facility within the city and which desires to submit itself to the jurisdiction of the design review committee, may enter into an agreement, in writing, with the city for this purpose, and thereafter the design review committee shall perform all of its functions and duties with respect to such facility. (Rev. Ords. 1973, § 2-364; Ord. No. 8,

8-12-74)

Sec. 5-58. Site plan approval for construction or modification of municipal buildings and facilities.

It shall be the policy of the city to apply similar standards of planning and control of density and environmental impact, when the city's public buildings and facilities are constructed or modified, as the city applies under chapter 30, Zoning, of the Revised Ordinances when petitions for changes in land use are initiated by its citizens or property owners. In implementing this policy for land in the public use district or otherwise classified city land, the prior establishment of a zoning classification or district (in accordance with section 30-4 of these Revised Ordinances) shall not be required.

(a) Whenever construction or modification of a municipal building or facility is undertaken which involves new construction or substantial change in usage, and which involves a change in: vehicular access; off-street parking requirements; site grading; drainage; landscape features; or service areas, the following procedures shall apply:

- (1) The executive department shall include in the architect's contract the requirement for preparation and submission of site plans suitable for review and approval in accordance with the procedure outlined in section 30-23 of these Revised Ordinances.
- (2) The department of planning and development shall maintain cognizance over the development of specifications, conceptual designs and site plans to determine the consistency and compatibility of such designs and plans with the city's comprehensive plan and other pertinent planning and analytical studies. The director of planning and development shall make written notification of this finding to the mayor, to the clerk of the board of aldermen, to the design review committee, and (in the case of school buildings) to the secretary of the school committee.
- (3) The design review committee shall consider the project plans, designs, and specifications

not only in terms of the details of layout and construction of the building or facility, but also in terms of the site and its surrounding area. Consultations shall be made with such city departments and neighborhood groups as are considered necessary and appropriate.

- (4) Upon its approval of the initial design concept and prior to recommending that the project proceed to the detailed design phase and to the preparation of construction drawings, the design review committee shall file with the clerk of the board of aldermen its approved site plan including building floor plans and architectural schematics, along with a formal petition for site plan approval in accordance with the procedure outlined in section 30-23 of these Revised Ordinances. The design review committee shall not be required to pay a filing fee for purposes of this section.
- (5) At the earliest opportunity, the board of aldermen shall for the purposes of this section assign that petition for public hearing before its committee dealing with matters of public buildings and this committee shall hold a public hearing. Due notice of such public hearing shall be given to the abutters of the proposed building or facility and to the abutters of such abutters. The committee shall deliberate and negotiate such changes to the site plan and affix such restrictions and conditions as are in the public interest, and it shall make its report to the board of aldermen within forty-five (45) days following the public hearing.
- (6) The site plan, including building floor plans and architectural schematics, as formally approved by the board of aldermen and the mayor (and in the case of school buildings, by the school committee) shall become part of the final set of project plans and construction drawings, and they shall not be changed or altered in any manner without first being resubmitted to the design review committee and to the board of aldermen in accordance with steps (3), (4) and (5) above. The board of aldermen may waive a public hearing on a previously approved site plan if

in its judgment the changes proposed are not of sufficient scope as to warrant a public hearing.

(b) The board of aldermen shall not approve an appropriation of any funds for preparation of detailed construction drawings for a project applicable under this section until the requirements of (a)(1) through (a)(6) above have been satisfied.

(c) The executive department shall not formally submit a project applicable under this section to

competitive construction bid unless the requirements of (a)(1) through (a)(6) have been satisfied.

(d) The requirements of this section that are not otherwise required by law or by the charter may be waived in whole or in part by a two-thirds (2/3) vote of those members of the board of aldermen present and voting. (Rev. Ords. 1973, § 2-365; Ord. No. 8, 8-12-74; Ord. No. 102, § 4, 12-15-75; Ord. No. V-195, 9-22-98)